

Lurssette

APR 12 1977

RECEIVED

93

1 CASE #2-6-2239 FEBRUARY 15 1966 10:30 A.M.
2 LOCAL 70, Oakland, California, and
3 O.N.C. FAST FREIGHT

4 MAIN COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 JOSEPH J. DIVINY (Chairman)
7 HARRY BATH
8 FRED HOFMANN

R. S. McILVENNAN
LEO BOSTER
IRA MAXWELL

9 APPEARANCES:

10 TED KAUFMAN appeared on behalf of the Union.

11 WILLARD GALBRAITH appeared on behalf of the Employer.

12 - - -

13 CHAIRMAN DIVINY: Are you ready for the next one?

14 2239: Local 70 and O.N.C.

15 MR. KAUFMAN: Yes.

16 The person involved in this is a fellow by the name of
17 Webb.

18 The Company paid Webb broken time even though he is used
19 as a regular employee. He qualified between June 10 1965 and
20 July 10 1965. That is, he worked his 13 days in the 30-day
21 period. He was used regularly until November. At that time
22 he told the Company he had a son who was ill in Los Angeles and
23 went down there. The dispatcher was aware of this and he told
24 him to call him there if there was work available.

25 The dispatcher was aware of this, but did not call him to
26 return to work. On his return Webb called and then was put

1 back to work. He became ill December 15 and then was off work
2 due to illness.

3 We are requesting that he become a regular employee and
4 receive all benefits of the same denied him, such as vacation,
5 holidays, July 4th, his birthday (which was July 10th), Labor
6 Day, Admission Day, Thanksgiving, Christmas, and that he receive
7 health and welfare benefits. O.N.C. did not pay into the
8 Security Fund on this man for November and December. And that
9 O.N.C. pay runarounds on the days that the junior seniority man
10 worked.

11 The Company claimed that since they were paying him
12 broken time and even though using him as a regular employee, he
13 could never become under the status of a regular employee. And
14 they agreed that Webb, the employee, even agreed to this.

15 The only reason that I am here is that in front of the
16 Master Contract it says that the "Employer" (singular--not
17 plural) will not make any private agreements. This the Company
18 has done. And we therefore claim that you cannot use a man for
19 days and days on end by paying him a different rate of pay and
20 subterfuge the Contract.

21 This is my story.

22 CHAIRMAN DIVINY: In other words, they were paying over
23 the scale, but didn't want to pay the other provisions of the
24 Contract?

25 MR. KAUFMAN: They gave him nothing outside of a casual
26 employee by virtue of paying him broken-time rate.

1 CHAIRMAN DIVINY: It says here that "He never drove and
2 [he] never worked terminal dock." What did he do?

3 MR. KAUFMAN: Lumping.

4 CHAIRMAN DIVINY: Outside the terminal?

5 MR. KAUFMAN: Inside and outside. They used him as an
6 employee. He was called by name repetitiously and he showed up
7 just as a regular employee showed up.

8 CHAIRMAN DIVINY: Here in the first part it says "[a]
9 Casual was employed during six-month period as broken-time
10 lumper. He never drove and never worked [the] terminal dock."

11 He must have worked on the dock.

12 MR. KAUFMAN: He did.

13 CHAIRMAN DIVINY: He was a dockman and they paid him the
14 broken-time rate regardless of the number of hours he worked?

15 MR. KAUFMAN: Yes.

16 CHAIRMAN DIVINY: Have you got any more?

17 MR. KAUFMAN: For the time being this is all.

18 CHAIRMAN DIVINY: Go ahead, Gabby.

19 MR. GALBRAITH: This man in question is a man that we
20 have been using as a lumper. We had him report at various
21 shippers or consignees where we were loading or unloading the
22 freight. We didn't call him for a man to work on the dock.
23 He was strictly a lumper, and we paid him broken time because
24 we don't know how long we are going to need the men when we
25 send them out. It depends on the ability of the freight or the
26 way that you can get into the customer's doors to make your

1 deliveries. And we had called him and we paid him on broken
2 time because some days he worked three hours, three and a half
3 hours, five hours, seven and a half hours, six and a quarter.
4 There are some eight-hour days and here is one where he had
5 eight and a half hours, nine and a quarter hours. There are
6 many days that are less than the eight hours. And we call him
7 as a casual working on broken time, primarily and only because
8 we do not know how long we will be needing him. And he wasn't
9 hired to work on the dock. He was a casual working on our
10 trucks as a lumper in the field.

11 And we feel that under the conditions of the Contract we
12 have to use lumpers, we can call the hall for the lumper. And
13 if we pay them the broken time, the Contract specifies that the
14 broken time does not accrue the man's seniority. And we are not
15 using this as a subterfuge. We pay him the broken time because
16 we don't know how long he is going to be used at the time that
17 we pick him up for the work. And we see no reason why we should
18 be required to hire the man steady. We use him, have used him
19 and have used him many times, as Ted mentioned, but it was
20 strictly as a lumper and hired on a broken-time basis.

21 MR. HOFMANN: Can I ask a question?

22 MR. GALBRAITH: Yes.

23 MR. HOFMANN: Are you through with your presentation?

24 MR. GALBRAITH: Yes.

25 MR. HOFMANN: You stated that in the Agreement you can
26 use him on a broken time? The last statement you made. What

1 was that again?

2 MR. GALBRAITH: It is in Article 45.

3 MR. HOFMANN: Page 38.

4 MR. GALBRAITH: Page 38.

5 MR. HOFMANN: Section 2: "The Employer shall specify
6 whether the employment in question will be for a full day or on
7 broken time."

8 MR. GALBRAITH: Pardon?

9 MR. HOFMANN: "The Employer shall specify whether the
10 employment in question will be for a full day or on broken time."

11 MR. GALBRAITH: Let me refer to another case and I will
12 bring that right out for you, Fred.

13 MR. McILVENNAN: Where are you reading?

14 MR. HOFMANN: Article 38, Section 2(a).

15 MR. McILVENNAN: 2(a). What is your point?

16 MR. HOFMANN: I wanted to know what his last statement was.
17 I was a little confused.

18 MR. BOSTER: He said that he always hired them on the basis
19 of broken time because he didn't know how long the job was going
20 to last.

21 MR. HOFMANN: But he said that they didn't accumulate
22 seniority if they paid them on broken time.

23 MR. BATH: That is what he said.

24 MR. HOFMANN: That is the way I understood him.

25 MR. BOSTER: I think he said that they weren't using this
26 as a subterfuge.

1 MR. HOFMANN: He didn't say anything about "subterfuge".
2 I understood Gabby to say that when they pay them on broken time
3 they don't accumulate seniority.

4 MR. GALBRAITH: I said that we hired him on the broken-
5 time basis because at the time we don't know how long we are
6 going to use him--whether it is two hours, three hours. And
7 this is the reason we hire him on broken time.

8 MR. HOFMANN: If you hire him for the full day and you
9 only work him two hours, you can't change back to broken time.

10 MR. GALBRAITH: Right.

11 MR. HOFMANN: That has nothing to do with seniority.

12 MR. GALBRAITH: I would like to refer to Case #11-5-2119,
13 which was a case with O.N.C. and Local 315 in Martinez in regard
14 to the same type of situation where we used a casual lumper
15 frequently on a broken-time basis and we used this man at the
16 shipper or the consignee, the same as we are talking about in
17 regard to the current man. And this case was ruled in favor of
18 the Company: that the method of hiring the casual in Local 315
19 was in order. And this particular case now that we are talking
20 about is exactly the same type of setup. We are using the man
21 on the same type of work, calling him the same way, and the
22 situation the way we see it is exactly the same. And we feel
23 that we are not in violation of the Contract in working this
24 man in this manner.

25 CHAIRMAN DIVINY: Does this man go to the hall? Do you
26 get him out of the hall? Or how do you call him?

1 MR. GALBRAITH: Yes. We call the hall and ask for him to
2 report. I have referral slips where he reports to Sears,
3 Roebuck, reports to Ward's, Sears on Telegraph.

4 MR. BOSTER: The only difference is that he doesn't report
5 to your terminal under normal circumstances. He goes directly
6 to the job?

7 MR. GALBRAITH: On normal conditions, yes.

8 Here's DeSoto, Ward's, Hunt Foods, Ward's. The referral
9 slips show that we call and he reports to the job. The drivers
10 meet him there and put him to work.

11 CHAIRMAN DIVINY: Do you have anything more to add,
12 Kaufman?

13 MR. KAUFMAN: Yes, I do. If I can have my records.

14 CHAIRMAN DIVINY: Give him the records.

15 MR. KAUFMAN: The Company claimed they didn't know how
16 long the man was being used. He did, too, work on the dock.
17 He just didn't report to the job. He reported right there to
18 the terminal and worked there also.

19 I have a list of the hours he worked. And I might also
20 say that the Company has a signed agreement with the fellow to
21 work on this basis.

22 MR. McILVENNAN: "The Company has a" what?

23 MR. KAUFMAN: A signed agreement with the fellow to work
24 on this basis to begin with.

25 Here you have straight hours worked. There is a total of
26 226 hours from just May to June. Then from July to October

1 you have an additional 405 hours. For a period of six months
2 where a fellow worked 631 hours, someone's intelligence is being
3 insulted.

4 Besides that, you will notice all these days worked, plus
5 the regular hours of 431 hours, plus over a hundred hours
6 overtime, plus the fact that no vacation was paid, no holiday
7 was paid, no sick leave was paid. This is an insult to a man's
8 intelligence if you can get all this and not know what you are
9 doing.

10 I will leave this here for the Panel's perusal.

11 MR. MCILVENNAN: What is this "signed agreement" that you
12 are talking about?

13 MR. KAUFMAN: They signed an agreement with the fellow to
14 work under this basis.

15 MR. GALBRAITH: Do you have a copy of that agreement?

16 MR. KAUFMAN: I don't have a copy of it. The man who
17 was supposed to be my witness didn't show up. But you can
18 throw that out and you have this record.

19 MR. GALBRAITH: I have no record of a signed agreement
20 other than working with the Contract. I am not denying that we
21 worked him. It is the same as I mentioned. We used him
22 frequently and we used him as a casual. And we used him fre-
23 quently.

24 MR. KAUFMAN: I would also like to mention this: I know
25 you asked me, "Are some of these relief for vacation and broken
26 time?" At the time I wasn't aware of why so many men had worked
the full eight hours at time and a half. This was last summer

1 when I brought it up here. But now that I see this I see what
2 happened. This is purely a subterfuge to keep a man from
3 getting on steady. And I have more cases that I intend to bring
4 up if I win this one.

5 MR. GALBRAITH: I might mention that this man (I don't
6 know what the fellow's name is) has told us that if he is put on
7 steady he will only work one day and quit, because he doesn't
8 want steady work.

9 MR. KAUFMAN: Therefore the Company made a private agree-
10 ment with him.

11 MR. GALBRAITH: I know nothing about a "private agreement".

12 MR. KAUFMAN: The Contract says that the Employer will not
13 make private agreements. The burden is on you people.

14 MR. GALBRAITH: We didn't make any private agreement. You
15 can't bring in a record to substantiate that.

16 MR. KAUFMAN: If you didn't know how long the man was
17 going to work and you have over 600 hours, you insult a man's
18 intelligence.

19 CHAIRMAN DIVINY: He has a lot of hours, but he hasn't
20 worked 13 days in any one month.

21 MR. HOFMANN: It is not a month, Joe. It is 13 eight-hour
22 days in a 30-day consecutive period.

23 CHAIRMAN DIVINY: What is it?

24 MR. HOFMANN: 13 eight-hour days within a 30-day consecu-
25 tive period. It is not on a monthly basis.

26 MR. McILVENNAN: You were talking about the difference
between a calendar month and 30 consecutive days.

1 MR. HOFMANN: It isn't calendar.

2 MR. McILVENNAN: That is within Joint Council 7.

3 MR. GALBRAITH: May I continue?

4 CHAIRMAN DIVINY: Yes. Go ahead.

5 MR. GALBRAITH: For the period of time that the claim is
6 filed for here, June 10th to July 10th, I have the days that
7 he worked and the hours that he worked; and I can read these if
8 you want me to or we can leave them. But there are 12 days in
9 that 30-day period that he worked eight hours or more and the
10 rest of the days were all less than eight hours.

11 MR. HOFMANN: What have you got from July 10 to August 10?

12 MR. GALBRAITH: I have nothing here between those dates.

13 MR. HOFMANN: What have you got from May to June, then?

14 MR. GALBRAITH: I only have what was covered in the filing.

15 MR. HOFMANN: You know what I am talking about, Gabby.

16 MR. GALBRAITH: I know, but I don't have the records here.

17 MR. McILVENNAN: He is answering his complaint. So he
18 only brought these 30 days in, apparently.

19 MR. GALBRAITH: That is all I brought.

20 MR. KAUFMAN: Gabby, how can you get 226 straight hours
21 between May and June with having as little hours as you say?
22 Here are your own records.

23 MR. McILVENNAN: Wait a minute.

24 You said June and July, didn't you?

25 MR. KAUFMAN: Yes.

26 MR. McILVENNAN: Now you are changing it.

1 MR. BOSTER: He doesn't have those records here.

2 MR. KAUFMAN: I have all your records here. You can take
3 them from here.

4 CHAIRMAN DIVINY: Give them to him.

5 MR. McILVENNAN: But on this June and July thing, on which
6 you based your case, he does have the records and they are dif-
7 ferent from what you are saying.

8 MR. KAUFMAN: I have the Company's records here to compare
9 them. This came from the Company. I didn't write this up.

10 MR. BOSTER: Your original complaint was based on June and
11 July, and now all of a sudden you are talking about May and June.
12 And he can't respond to that right now.

13 MR. KAUFMAN: All right. Let's take from June to July.
14 And it is worse off yet.

15 MR. GALBRAITH: June 10th to July 10th. That is what the
16 filing covers.

17 MR. KAUFMAN: You have 226 hours. Straight-time hours.

18 MR. McILVENNAN: Just a second.

19 How many hours did you say?

20 MR. KAUFMAN: 226 hours straight time.

21 MR. GALBRAITH: For which period of time?

22 MR. KAUFMAN: You want from June 10th, don't you? From
23 June 10th to July 10th.

24 MR. McILVENNAN: Right.

25 MR. KAUFMAN: I have the thing here. I will have to
26 figure it out.

1 MR. McILVENNAN: He has the thing right here.

2 MR. KAUFMAN: I don't know if they correspond to these
3 figures, though.

4 OK.

5 MR. McILVENNAN: I have 154-3/4 hours.

6 MR. BOSTER: You have 141-1/2 hours of straight time and
7 13-1/4 hours overtime.

8 MR. KAUFMAN: At eight hours on each 13 days he only has
9 to have 104 hours.

8 10 MR. McILVENNAN: But there are a lot of days with overtime
11 in here.

12 MR. KAUFMAN: I am talking about straight time.

13 MR. McILVENNAN: The record on straight time is 134 hours.

14 MR. KAUFMAN: I have 136-3/4.

15 MR. McILVENNAN: So he has the same as you have.

16 MR. KAUFMAN: These are straight-time hours that I am
17 talking about.

18 MR. McILVENNAN: And he has within two of what you have,
19 but there are only 12 that are eight hours and over.

20 MR. KAUFMAN: Let's take the figures here that I have and
21 compare them with his, then. I have all eight hours here.

22 MR. BATH: Why don't we get the Committee together here,
23 Joe, and do something with the case.

24 CHAIRMAN DIVINY: That is what I am trying to do. He is
25 trying to explain something to Kaufman.

26 MR. BATH: Let them do that out in the hall.

1 CHAIRMAN DIVINY: Will the Panel come back and let's get
2 together and decide this case here.

3 Make your statements, Kaufman and Gabby, and we will go
4 into executive session.

5 MR. KAUFMAN: My final statement is this:

6 We have the hours here. Apparently there is a difference
7 between his hours and my hours. I have them from their IBM
8 machine; and even if I could be wrong, which I don't think I am,
9 you take the next 30 days. He would become a regular employee
10 the next 30 days. If he didn't hit that point he would hit the
11 next one. Which is far greater than this one even. So he is
12 a regular employee no matter which way you look at it. And I
13 say, Make the man whole from the time he was a regular employee.

14 CHAIRMAN DIVINY: OK, Gabby.

15 MR. CALBRAITH: Well, the claim was filed covering a
16 specific period of June 10th to July 10th. The claim is that
17 the man worked 13 days in this period. And I have the records
18 here to prove that he did not work 13 eight-hour days in this
19 period. And it seems to me that the issue is clear: Can the
20 Employer hire lumpers from the hiring hall and pay them on
21 broken time to perform this service without having to be re-
22 quired to pay them on a straight, regular basis and allow them
23 to continue working as a regular employee?

24 This is the practice. We used the man out of the hall.
25 Other companies use warehousemen to load their trucks and we
26 feel that we are within our rights under the Contract to hire

1 lumpers, send them out to perform this service for us and pay
2 them the broken time when we do not know how long we are going
3 to need them on a day-to-day basis.

4 MR. KAUFMAN: May I say one more thing.

5 CHAIRMAN DIVINY: Yes.

6 MR. KAUFMAN: I just lost a case where the Company didn't
7 want a man. Now I have the exact reverse where the Company
8 wanted the man, even called him by name, and he became a
9 regular employee, as I believe this will evidence to show how
10 many hours he has.

11 Now the Company is saying: "We don't want the man, and
12 when we do want the man we will subterfuge the Contract by
13 paying him broken time."

14 CHAIRMAN DIVINY: Executive session.

15 [Executive session.]

16 MR. HOFMANN: I would like to make a motion: that if the
17 Employer has worked 13 days, eight-hour days, within any 30-
18 consecutive-day period, he is bound by all the terms and
19 conditions of the Contract from the time he worked the 13 days.

20 MR. BATH: Broken time, if he does qualify, will be
21 applied toward the holidays and health and welfare, vacation
22 and whatever benefits he would get.

23 [Motion duly seconded.]

24 CHAIRMAN DIVINY: All those in favor of the motion say
25 "Aye". Those opposed?

26 It is carried. So ordered. Bring them in.

1 Will the reporter read the motion back for the parties?

2 [Motion and action read.]

3 MR. McILVENNAN: You take the premium pay off of the eight
4 hours and that is put over here, and that will be offset against
5 vacation entitlement and holiday pay.

6 MR. HOFMANN: He will get the straight-time hourly rate
7 of pay instead of the broken-time rate of pay.

8 MR. BOSTER: Just treat him as a normal man and subtract
9 the broken time.

10 MR. KAUFMAN: Does he have to give that money back to
11 the Company?

12 MR. GALBRAITH: If he qualified under the 13-day and
13 broken-time days count to qualify him, then he will derive the
14 benefits of the Contract. Which says that he gained seniority.

15 MR. KAUFMAN: Yes.

16 MR. GALBRAITH: Then he will be entitled from then on
17 for vacation, health and welfare and the other benefits. But
18 the amount that we owe him for that will be less than the amount
19 that we paid him.

20 MR. KING: If the guy works 13 days in July (forget
21 everything else now) and he got the broken-time rate, and there
22 is the health and welfare and pension that was not paid by the
23 Employer, the difference that he received higher under the
24 broken-time rate over his normal daily rate would be applied
25 towards the health and welfare and the pension.

26 MR. KAUFMAN: I see that. I understand that.

1 MR. KING: Do you understand that?

2 MR. KAUFMAN: Yes. How about vacations?

3 MR. KING: It has nothing to do with it.

4 MR. KAUFMAN: Just health and welfare.

5 MR. BOSTER: It is all the terms of the Agreement. If he
6 got \$25 under broken-time hours and he should have got twenty,
7 then five bucks will be applied to whatever holiday pay, and so
8 forth, that he has coming if he gets 13 days.

9 MR. KAUFMAN: All right. Thank you.

10 - - -
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

MINUTES OF MEETING

JOINT WESTERN AREA COMMITTEE

February 14, 15, 16, 17, & 18, 1966

SIR FRANCIS DRAKE HOTEL

SAN FRANCISCO - CALIFORNIA

* * * *

The Joint Western Area Committee convened at 2:00 p.m., Monday, February 14, 1966, in the Monterey Room of the Sir Francis Drake Hotel in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating Chairmanship rule of the committee, the Union named as Chairman of the Joint Committee, J. J. Diviny.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of November 8, 9, 10, 11, & 12, 1965, were approved as previously distributed. Harry Bath requested that the approval of the Minutes reflect his objection to the approval of the decision in Case #11-5-2145.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. The February, 1966 Agenda was approved as revised.
4. The previously appointed committees remained the same with the following change in the Union Committee. Benny Greenfield was named as a Committeeman.
5. The Full Committee Meeting adjourned at 3:12 p.m.

NOTE:

Enclosed are the Approved Forms for the filing of grievances, Change of Operations and matters of Interpretation. It is to be noted that these filings with the J.W.A.C. are to be filed with the J.S.C. Co-Secretary, with notification to his counterpart, who in turn will file with the Union and Employer Co-Secretary of the J.W.A.C. Such filings are Not to be made direct to the J.W.A.C.

NOTE:

For the information of all parties, the scheduled dates for the J.W.A.C. grievance hearings for the remaining term of the 1964-1967 contract are as follows:

The week beginning:	May 9, 1966
	August 8, 1966
	November 14, 1966
	February 13, 1967

JWAC Minutes
February 14/15/16/17/18/
1966

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Watson Wilson Transportation
5-5-1963

Change of Operations Local involved: 961, Denver, Colorado

Clarification of Seniority C. S. Wright states: Protesting Howard Tatro's central states seniority that was carried over into the Western Conference when he moved to Los Angeles.

DECISION: (Change of Operations Committee - Transcript Page 37 - 2/15/66)
M/m/s/c/ that in view of the fact that Mr. Tatro left his employment on the Company's Denver East Wheel voluntarily at his own request to work at Los Angeles on October 20, 1958, it is the determination of this committee that Mr. Tatro's seniority date for purposes of this committee's decision in Case #5-5-1963 shall be October 20, 1958.

* * * * *

Case # Navajo Freight Lines, Inc.
8-5-1972

Change of Operations Locals involved: 104, Phoenix, Arizona
180, Los Angeles, California
468, Oakland, California
492, Albuquerque, New Mexico
Clarification 961, Denver, Colorado

The following question is submitted for clarification and review:
Navajo Freight Lines, Inc. obligation to offer employment at the Los Angeles terminal to Albuquerque domiciled drivers who have been laid off for lack of work as a result of the operational change granted in Case #8-5-1972.

DECISION: (Change of Operations Committee - Transcript Page 304 - 2/17/66)
The following clarification was agreed to: (a) It was agreed that Los Angeles power could run into and out of Amarillo over the Albuquerque break point to a maximum of two per day, to pull freight out of Amarillo destined to Los Angeles. It was further agreed by the parties that a maximum of six members of Local 492 who were affected by this change would be allowed to move to the Los Angeles 180 Navajo seniority board at the bottom of that board, when work is available, as new employees. (b) The Company will not be responsible for paying of the moving costs. (c) The Company will recognize the Company seniority of these drivers for purposes of computing their vacation benefits only.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # California Motor Express, Ltd.
11-5-2070

Change of Operation Locals involved: 70, Oakland, California
85, San Francisco, California
150, Sacramento, California
186, Santa Barbara, California
431, Fresno 208, Los Angeles, California
439, Stockton 224, Los Angeles, California
468, Oakland 287, San Jose, California
542, San Diego 357, Los Angeles, California
890, Salinas 386, Modesto, California

California Motor Express, Ltd. desires to establish a Refrigerated Division that will be separate and apart from the California Motor Express dry freight operation.

(Change of Operations Committee - Transcript Page 81 - 2/15/66)
The Change of Operations Committee heard testimony regarding this application, went into executive session and have not acted on the case to date.

* * * * *

Case # Oregon-Nevada-California Fast Freight
11-5-2074

Seniority Clarification Local involved: 741, Seattle, Washington

We, the undersigned road drivers at O.N.C. Seattle terminal, hereby request Teamsters Local 741 to file a protest of the seniority position of Roland Robison.

DECISION: (Change of Operations Committee - Transcript Page 170 - 2/16/66)
M/m/s/c/ that in view of the facts presented to us at this time, which are in accordance with the facts presented at the November, 1965 hearing on this case, the committee's decision at that time is affirmed.

* * * * *

Case # Pierce Freight Lines
11-5-2182

Request for Clarification Locals involved: 911, Klamath Falls, Oregon
962, Medford, Oregon

I am in receipt of the transcript of the Joint Western Area Committee, Change of Operations Committee Case #11-5-2182, heard November 11, 1965. I am requesting a clarification of the decision reached for the following reason: Local 911 was not notified that this problem would be taken to the Joint Western Area Committee by Pierce Freight Lines or by Mr. Shaw of Local 962.

DECISION: (Change of Operations Committee - Transcript Page 2 - 2/15/66)
M/m/s/c/ that in view of the fact that the evidence offered by Local 911 and Mr. Halanan in his own behalf is not substantially different from the facts presented to the committee at the hearing in November, 1965, it is the determination of this committee that its previous decision is hereby affirmed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Consolidated Freightways
2-6-2183

Change of Operations Locals involved: 81, Portland, Oregon
962, Medford, Oregon

At the present time we are operating a regular run between Roseburg, Oregon and Portland, Oregon with a Roseburg domiciled man. The Company proposed to do away with this regular run and to move this freight either via other present existing operations or off the Portland extra board, when necessary.

DISPOSITION: Withdrawn without prejudice.

* * * * *

Case # Consolidated Freightways
2-6-2184

Change of Operations Locals involved: 81, Portland, Oregon
58, Longview, Washington

At the present time the Company is operating short-line runs between Longview, Washington and Portland, Oregon. The Company proposes to do away with this operation and run peddle runs to Longview off of the Portland city board.

DECISION: (Change of Operations Committee - Transcript Page 181 - 2/16/66)
Case #2-6-2184 is Postponed to the May Agenda and the committee retains jurisdiction.

* * * * *

Case # Consolidated Freightways, Inc.
2-6-2185 Garrett Freightlines, Inc.
Northern Pacific Transport Company
Change of Oregon-Nevada-California Fast Freight
Operations Pacific Intermountain Express

Locals involved: 313, Tacoma, Washington
524, Yakima, Washington
690, Spokane, Washington
741, Seattle, Washington

Consolidated Freightways, Inc. - Garrett Freightlines, Inc. - Northern Pacific Transport Company - Oregon-Nevada-California Fast Freight - and Pacific Intermountain Express. We are applying for the right to use Highway SH 18 from Eastern Washington points or beyond to and from Tacoma and thru Tacoma to/or from Seattle. This application has no reference to Seattle originated freight for Tacoma or Tacoma originated freight for Seattle.

DECISION: (Change of Operations Committee - Transcript Page 306 - 2/18/66)
M/m/s/c/ that in Case #2-6-2185 the application of the Companies be approved as clarified on the record.

* * * * *

JWAC Ninutes
February 14, 15, 16, 17 & 18,
1966

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Consolidated Freightways
2-6--2186

Change Locals involved: 690, Spokane, Washington
of 741, Seattle, Washington
Operations

Presently, Consolidated Freightways is operating turnaround schedules, on an "if and when" basis from both Seattle and Spokane to Wenatchee.

The Company proposes to expand this operation to where these schedules could be operated either as a turn or as a through-run to Spokane and Seattle, depending upon operational requirements.

DISPOSITION: Withdrawn.

* * * * *

Case # Consolidated Copperstate Lines
2-6-2187

Change Locals involved: 150, Sacramento, California
of 180, Los Angeles, California
Operations 224, Los Angeles, California
386, Modesto, California
431, Fresno, California
439, Stockton, California

Consolidated Copperstate Lines requests the following Change of Operation:

9 Tractors - 4 running (2 one week and 3 next week)
1 running (2 and a turn Los Angeles)
4 running (where needed)

These 9 Tractors to be based in Los Angeles.

We also request the change on the first a.m. Chico (no tractor) to be eliminated and in lieu thereof a through Los Angeles - Chico sleeper be put in its place.

DISPOSITION: Withdrawn.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Denver Chicago Trucking Company, Inc.
2-6-2188

Change Locals involved: 180, Los Angeles, California
of 710, Chicago, Illinois
Operations 961, Denver, Colorado

This request involves the redomiciling of men from the Denver domicile point involving Local Union 961, Local Union 710, and Local Union 180, which will be the recipient local union of the redomicile.

DECISION: (Change of Operations Committee - Transcript Page 51 - 2/15/66)
M/m/s/c/ that in Case No. 2-6-2188 the change of operations be approved as clarified by the Company on the record with the following provisos: (1) That the Company shall be required to pay room rent at Los Angeles of those drivers who have children in school until June 1, 1966 or the time their families move, whichever is the earlier date. (2) That the drivers electing to move to Los Angeles shall go under the provisions of Article 5, Section 6 (b) (2) of the National Master Freight Agreement. (3) That as among themselves, the seniority standing of the drivers moving to Los Angeles shall be determined by dovetailing the seniority of the successful bidders from the Denver East board with the successful bidders from the Denver West board. (4) That the move shall be effective no earlier than April 15, 1966, and shall not be made in steps as proposed by the Company, but all displaced men shall be moved as near the same time as practicable.

* * * * *

Case # Garden City Transportation
2-6-2189

Agreed Locals involved: 287, San Jose, California
to 890, Salinas, California
Change

Garden City proposes to close its Salinas terminal, and handle all freight into the area presently served by the Salinas terminal, from its Bayshore Highway terminal in San Jose.

DECISION: (Change of Operations Committee - Transcript Page 201 - 2/16/66)
This is an Agreed To Change signed by John Black, representing Local 287; W. G. Kenyon, representing Local 890; Robert Minardi, representing the Company. The agreement is dated December 21, 1965.

* * * * *

Case # Garrett Freightlines, Inc.
2-6-2190

Change Locals involved: 81, Portland, Oregon
of 556, Walla Walla, Washington
Operations

Garrett Freightlines requests a Change of Operations to remove the existing Blalock turn. This run is from Portland, Oregon to Blalock and return and also from Walla Walla, Washington to Blalock and return.

DECISION: (Change of Operations Committee - Transcript Page 224 - 2/16/66)
M/m/s/c/ that the Change of Operations proposed by the Company be approved; that the documents referred to by the Chair be made a part of the record and as a basis for the approval of the committee.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # I.M.L. Freight, Inc. (Formerly Interstate Motor Lines, Inc.)
2-6-2191

Change Locals involved: 150, Sacramento, California
of 222, Salt Lake City, Utah
Operations 468, Oakland, California
533, Reno, Nevada

I.M.L. Freight, Inc. (formerly known as Interstate Motor Lines, Inc.) finds it necessary to request the following operational change:

1. Eliminate the presently existing six (6) protected relay runs operating six (6) days per week between Salt Lake City, Utah and Oakland, California.
2. Increase the West Sleeper Board domiciled at Salt Lake City, Utah, which will operate to the Bay Area as well as other Western points.

DECISION: (Change of Operations Committee - Transcript Page 246 - 2/17/66)
M/m/s/c/ that the operational change in Case #2-6-2191 be approved as clarified on the record with the following provisos: (1) The change to be effected no earlier than May 1, 1966. (2) The drivers at each of the terminal points involved in this change and who are displaced as a result of this change, shall be offered work opportunities on the Salt Lake City, Utah Wheel Board with their seniority rights to be established in accordance with Article 5, Section 6 (b) (2) of the National Master Freight Agreement and Western States Over-the-Road Supplemental Agreement. (3) The Company shall pay the cost of lodging for the displaced drivers accepting work opportunities in Salt Lake City for a period of thirty days or until the date the drivers move, whichever occurs sooner. (4) The Company's obligation to pay the moving costs of the driver's household goods and/or personal effects to continue for a period of six months from the date this change is effected.

NOTE: The above decision was protested to the Main Committee. See Main Committee for final disposition.

* * * * *

Case # I.M.L. (Formerly Interstate Motor Lines, Inc.)
2-6-2192

Change Locals involved: 150, Sacramento, California
of 222, Salt Lake City, Utah
Operations 468, Oakland, California
533, Reno, Nevada

NOTE: This case is a Duplication of Case #2-6-2191.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Lee Way Motor Freight, Inc. (Formerly Texas-Arizona Motor
2-6-2193 Freight, Inc.)

Change Locals involved: 104, Phoenix, Arizona
of 224, Los Angeles, California
Operations 310, Tucson, Arizona

The Company proposes to change the present operation.

1. Operate all extra schedules on either a Desert Center turn-around basis utilizing Los Angeles domiciled drivers to operate Los Angeles - Desert Center - Los Angeles and Phoenix domiciled drivers to operate Phoenix - Desert Center - Phoenix (this to be a slip seat operation) or, at the option of the Company.
2. On a through basis Los Angeles - Phoenix - Los Angeles, as now presently operated utilizing Los Angeles domiciled drivers other than those drivers holding regular "bid" runs out of Los Angeles.

The Company proposes the following New Operations:

1. Dispatch extra schedules (not to exceed one in any twenty-four hour period) from Los Angeles to Gila Bend, Arizona, via Yuma with either Gila Bend or Tucson destined freight, utilizing the services of a Los Angeles domiciled driver who will lay over in Gila Bend and return to Los Angeles.
2. Dispatch a Tucson domiciled driver from Tucson to Gila Bend with Los Angeles destined freight to give to the Los Angeles domiciled driver who is on layover in Gila Bend. The Tucson domiciled driver will pick up the load in Gila Bend brought in by the Los Angeles domiciled driver and return to Tucson making any required drops in Gila Bend. This schedule will operate on a Tucson - Gila Bend - Tucson "Turnaround" basis.

On any given dispatch day that the driver of a regular "bid" run fails to work, due to an extra schedule run that day, he would be guaranteed his regular run.

DECISION: (Change of Operations Committee - Transcript Page 27 - 2/15/66)
M/m/s/c/ that the operational change in Case #2-6-2193 be approved as clarified on the record to be effective immediately.

* * * * *

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Navajo Freight Lines, Inc.
 2-6-2194

Change of Operations Locals involved: 492, Albuquerque, New Mexico
 41, Kansas City, Missouri
 468, Oakland, California
 710, Chicago, Illinois

Company proposes to redomicile to Kansas City, Missouri, five tractors and 10 drivers from the East board and 10 tractors and 20 drivers from the West board and establish new runs from Kansas City, Missouri on through run basis or via dispatch to the Bay Area terminals of Oakland, California, San Jose, California, Manteka, California, and Fresno, California - Also Las Vegas, Nevada and Phoenix, Arizona and return.

DECISION: (Change of Operations Committee - Transcript Page 287 - 2/17/66) M/m/s/c/ that the operational change proposed by the Company as amended and clarified on the record be approved with the following provisos:

- (1) That the effective date of the change be the same as the effective date of the change to be heard by the Central States Change of Operations Committee.
- (2) That pursuant to the agreement of the Local Unions and the Company, the seniority of the drivers moving to Kansas City from Albuquerque will be dovetailed with the other Kansas City drivers.
- (3) That the approval of this change does not include any portions of the Company's proposal having to do with dispatch rules or procedures.

* * * * *

Case # Navajo Freight Lines, Inc.
 2-6-2195

Change of Operations Locals involved: 41, Kansas City, Missouri
 180, Los Angeles, California
 710, Chicago, Illinois

Company proposes to continue to dispatch from Los Angeles, California to Chicago, Illinois and return, and have the right to dispatch from Los Angeles, California to Kansas City, Missouri and return, and Los Angeles, California to St. Louis, Missouri and return.

DISPOSITION: Withdrawn.

* * * * *

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Navajo Freight Lines, Inc.
2-6-2196

Change of Operations Local involved: 492, Albuquerque, New Mexico

PRESENT OPERATION:

At Artesia, New Mexico, we have one bobtail truck and one combination dock worker and city driver.

PROPOSED OPERATION:

To discontinue operations and close terminal. The employee will be given the opportunity of employment when work is available at Albuquerque, New Mexico terminal or Amarillo, Texas terminal.

Since this does not involve a change of operations, the Company will not be responsible for moving of personal effects of the employee involved.

DECISION: (Change of Operations Committee - Transcript Page 219 - 2/16/66)
M/m/s/c/ that the Company's request to close its terminal at Artesia be approved as clarified by the statements of the Company on the record.

* * * * *

Case # Navajo Freight Lines, Inc.
2-6-2197

Change of Operations Locals involved: 577, Amarillo, Texas
961, Denver, Colorado

PROPOSED OPERATION:

To discontinue the Denver to El Paso operation from Denver. The El Paso destined freight will be loaded to Amarillo, Texas for consolidation to final destination. The two tractors will be placed into the West Wheel operating from Denver to Los Angeles, California, or Denver to Oakland, California, or Denver to Amarillo, Denver to Albuquerque runs. The drivers will be given the opportunity to remain at Denver and bid on Denver to Albuquerque-Amarillo or the West Wheel runs, where their seniority will allow, or they can redomicile at Amarillo, Texas.

DECISION: (Change of Operations Committee - Transcript Page 320 - 2/18/66)
M/m/s/c/ that the change as proposed by the Company and clarified on the record be approved to be effective as of the effective date of approval in the Southwest Area Committee; that the Denver displaced drivers, if any, be afforded work opportunities at Amarillo in accordance with the provisions of Article 5, Section 6 (b) (2).

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Navajo Freight Lines, Inc.
2-6-2198

Change Locals involved: 180, Los Angeles, California
of 710, Chicago, Illinois
Operations

The Company proposes to slide all seats with drivers on all trucks based at Los Angeles, California terminal.

DISPOSITION: Withdrawn.

* * * * *

Case # Navajo Freight Lines, Inc.
2-6-2199

Change Local involved: 492, Albuquerque, New Mexico
of
Operations

PROPOSED OPERATION:

To discontinue operations and close terminal. The male employees will be given the opportunity of employment when work is available at Albuquerque, New Mexico or Amarillo, Texas.

Since this does not involve a Change of Operations, the Company will not be responsible for moving of personal effects of the employees involved.

DECISION: (Change of Operations Committee - Transcript Page 219 - 2/16/66)
M/m/s/c/ that the Company's request to close its terminal at Carlsbad be approved as clarified by the statements of the Company on the record.

* * * * *

Case # Navajo Freight Lines, Inc.
2-6-2200

Change Locals involved: 492, Albuquerque, New Mexico
of 577, Amarillo, Texas
Operations 961, Denver, Colorado

PROPOSED OPERATION:

To discontinue the Albuquerque to El Paso runs. The El Paso destined freight will be loaded into Amarillo, Texas for consolidation to final destination. The two tractors will remain in Albuquerque and the drivers can remain at Albuquerque to bid on other runs where their seniority will allow, or they can redomicile at Amarillo, Texas.

DECISION: (Change of Operations Committee - Transcript Page 329 - 2/18/66)
M/m/s/c/ that the change as proposed by the Company and clarified on the record be approved to be effective as of the effective date of approval in the Southwest Area Committee; that the Albuquerque displaced drivers, if any, be afforded work opportunities at Amarillo in accordance with the provisions of Article 5, Section 6 (b) (2).

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18
1966

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Navajo Freight Lines, Inc.
2-6-2201

Change of Operations Locals involved: 180, Los Angeles, California
492, Albuquerque, New Mexico
The Company to have the right to dispatch Los Angeles sleeper teams from Los Angeles, California to Amarillo, Texas as required by the availability of freight.

DISPOSITION: Withdrawn.

* * * * *

Case # Navajo Freight Lines, Inc.
2-6-2202

Change of Operations Locals involved: 180, Los Angeles, California
710, Chicago, Illinois
The Company proposes to transfer ten trucks from the present Los Angeles to Albuquerque-Amarillo wheel to the Los Angeles to Chicago run. There will be no redomicile or transfer of equipment or drivers.

DISPOSITION: Withdrawn.

* * * * *

Case # Northern Pacific Transport Company
2-6-2203

Change of Operations Locals involved: 524, Yakima, Washington
690, Spokane, Washington
839, Pasco, Washington

The Northern Pacific Transport Company presently operates a run from Spokane, Washington to Yakima, Washington. This run operates from each terminal 5 nights per week. Four of these are on a through run basis with a turnaround at Connell, Washington, on the 5th night. One driver is based at Yakima, and the other at Spokane. It is the Transport Company's desire to change the operation to a turnaround run nightly.

DECISION: (Change of Operations Committee - Transcript Page 228 - 2/17/66)
M/m/s/c/ that in Case #2-6-2203 I move that the operational change be approved as clarified on the record.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # O.N.C. Motor Freight System
 2-6-2204

Change Locals involved: 186, Ventura, California
 of 224, Los Angeles, California
 Operations 381, Santa Maria, California

Presently, we have no line drivers domiciled at Santa Maria. Neither do we have established bid runs into or out of Santa Maria. This traffic today is being handled by the Los Angeles extraboard, dispatched from Los Angeles to Santa Maria and return to Los Angeles, and/or continues a through run to some destination north of Santa Maria. Occasionally we will dispatch an Oxnard driver, who originates in Oxnard, to Los Angeles, Los Angeles to Santa Maria, and returning to Oxnard. We propose to domicile a line driver in Santa Maria.

DISPOSITION: Withdrawn.

* * * * *

Case # Pacific Intermountain Express Co.
 2-6-2205

Change Locals involved: 287, San Jose, California
 of 468, Oakland, California
 Operations

Request that short-line drivers in San Jose be transferred to Oakland.

DISPOSITION: Postponed.

* * * * *

Case # Pacific Intermountain Express Co.
 2-6-2206

Change Locals involved: 81, Portland, Oregon
 of 180, Los Angeles, California
 Operations 224, Los Angeles, California
 468, Oakland, California
 741, Seattle, Washington

Request establishment of breakpoint at Corning, California, on sleeper cab operation between Los Angeles and the Northwest. No movement of men involved.

DECISION: (Change of Operations Committee - Transcript Page 334 - 2/18/66)
 M/m/s/c/ that in Case #2-6-2206 the change of operations be denied.

* * * * *

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Pacific Motor Trucking Company
2-6-2207

Change of Operations Locals involved: 137, Marysville, California
Redding, California
150, Sacramento, California
468, Oakland, California
962, Medford, Oregon

PROPOSED CHANGE:

- (a) Eliminate Redding as a division point on PMT north-south schedules. Oakland, Sacramento and Medford originated runs which have heretofore divisioned at Redding will operate through Redding.
- (b) There shall be no restrictions on drivers operating through Redding from dropping or picking enroute.
- (c) Any schedules over and above those which can be handled by through or bid drivers available at Redding may be moved to Medford, Sacramento or Oakland on a turnaround basis by Redding based drivers.

DECISION: (Change of Operations Committee - Transcript Page 232 - 2/17/66)
M/m/s/c/ that the operational change be approved as amended and clarified on the record, to be effective March 1, 1966.

* * * * *

Case # The Ringsby System
2-6-2208

Change of Operations Locals involved: 224, Los Angeles, California
533, Reno, Nevada

It is our Company's proposal that we either purchase new tractors or replace the engines in those we now operate with adequate horsepower, and schedule the Los Angeles - Reno run straight through as a singleman division run, eliminating the Bishop lay point.

DECISION: (Change of Operations Committee - Transcript Page 202 - 2/16/66)
M/m/s/c/ that the change of operations be approved as filed and clarified on the record. The two Bishop drivers will be moved to Los Angeles in accordance with Article 5, Section 6 (e), shall be offered the first two bids on the through runs and shall hold master seniority on the through runs between Los Angeles and Reno.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Willig Freight Lines
2-6-2209

Agreed Locals involved: 85, San Francisco, California
to 980, Santa Rosa, California
Change

It is our desire to change the operating procedure of our San Francisco to Fort Bragg schedule.

At the present time, this schedule leaves San Francisco at approximately 2:00 a.m., arriving at Fort Bragg at 7:00 a.m., returning to San Francisco on a turnaround basis.

We request that the schedule be domiciled at Fort Bragg, California and leave at approximately 6:00 p.m. for San Francisco and return to Fort Bragg on a turnaround basis.

DECISION: (Change of Operations Committee - Transcript Page 227 - 2/16/66)
M/m/s/c/ that the Rules of Procedure of the Change of Operations have been complied with and the approved change is made a matter of record.

* * * * *

Case # Consolidated Freightways
2-6-2325

Change Local involved: 741, Seattle, Washington
of
Operations

At the present time our Alaskan Division maintains a Seattle terminal from which they operate to Alaskan points by both highway and water transportation. Effective March 1, 1966, the Company will do away with the Alaskan service via water transportation. Therefore, it is necessary for us to transfer the functions of the Alaskan Division Seattle operation to our Seattle general freight terminal.

DECISION: (Change of Operations Committee - Transcript Page 239 - 2/17/66)
M/m/s/c/ that Operational Change #2-6-2325 be approved as clarified, and that the affected employees from the Alaskan Division be offered the presently available work opportunities at Consolidated Freightways general commodities terminal under Article 5, Section 6 (b) (2). Those employees from the Alaskan Division who do not receive such employment opportunities under Article 5, Section 6 (b) (2) shall be placed on a layoff status of two years, and if any regular work becomes available during that two-year period it shall be offered in order of their seniority standing under Article 5, Section 6 (b) (2) until such time as the two-year limitation expires.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 17, Denver, Colorado, and
2-6-2210 Pacific Intermountain Express

P & D Teeters, Cade, Schafer, DeLong Wood state: We feel that we
Dispute are entitled to 8 hours of one and one-half times our regular
rate of pay.

DECISION: (Committee for Local Operations - Transcript Page 1 - 2/15/66)
M/m/s/c/ that in Case #2-6-2210 the named men be paid two hours time at the
straight time rate, one hour's pay to be applied prior to midnight, 11-25-65, and
one hour for completion of the shift on 11-26-65.

* * * * *

Case # Local 17, Denver, Colorado, and
2-6-2211 Santa Fe Trail Transportation Co.

P&D Walter F. Widman claims 24 1/2 hours at the time and one-half
Dispute rate for violation of seniority rights on September 16, 17, 20, 21,
22, 23, and 24, 1965.

DECISION: (Committee for Local Operations - Transcript Page 11 - 2/15/66)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 45, Great Falls, Montana, and
2-6-2212 Consolidated Freightways

P&D Union stated that the 5 men involved in this case had been paid
Dispute for straight dock work by the employer and that all of the men at
one time or another on every shift worked and performed fork
lift work as well as checking freight.

DECISION: (Committee for Local Operations - Transcript Page 33 - 2/15/66)
M/m/s/c/ that the committee hold jurisdiction over this case until May, and the
parties be instructed to attempt a possible settlement.

* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2213 Helphrey Motor Freight

P&D The Union contends that blood meal is obnoxious cargo and men
Dispute handling it are entitled to the \$1.00 per day additional pay as
obnoxious cargo.

DECISION: (Committee for Local Operations - Transcript Page 52 - 2/15/66)
M/m/s/c/ that the claim of the Union be denied, but in reference thereto the
Company should make every effort to furnish protective clothing when employees
are handling this type of product.

* * * * *

JWAC Minutes

February 14, 15, 16, 17, & 18,
1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 87, Bakersfield, California, and
 2-6-2214 Asbury Transportation

P&D Union claims ten days pay under the Local PUD Contract for
 Dispute L. D. Tutt when oilfield equipment driver worked local freight.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 208, Los Angeles, California, and
 2-6-2215 Exley Express

P&D This member worked from 8:00 a.m. to 4:30 p.m. on 10-29-65,
 Dispute a Friday. Before he checked out he was told the checks had not
 come and that they would not be paid. Mr. Exley then took the
 time cards and checked the men out. The checks came in at
 6:45 p.m. and then this man checked his own card. This claim
 is for 2 hours and 15 minutes at time and a half - \$11.78.

DECISION: (Committee for Local Operations - Transcript Page 58 - 2/15/66)
 M/m/s/c/ that due to the fact the checks were not available the claim of the Union
 be denied.

* * * * *

Case # Local 208, Los Angeles, California, and
 2-6-2216 Kings County Truck Lines

P&D On Saturday, October 30th, a leaser, McVay, brought a load to
 Dispute Safeway. He was driving Tractor #3, Trailer #11. This work
 was always done by local drivers. My claim is for 8 hours pay
 at 1 1/2 the regular rate. Claim - \$41.88.

DECISION: (Committee for Local Operations - Transcript Page 43 - 2/15/66)
 M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 208, Los Angeles, California, and
 2-6-2217 Santa Fe Trail Transportation

P&D On August 15, F. M. Ward was available for work. The Company
 Dispute called Vince Petruzzi. We claim the amount Petruzzi earned
 that day, while working in Ward's stead.

DECISION: (Committee for Local Operations - Transcript Page 70 - 2/15/66)
 M/m/s/c/ that based on the facts presented in this case, the claim of the Union
 be denied.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
2-6-2218 Transcon Lines

P&D Local Union contends that the Company is subterfuging both the
Dispute Local and Master Agreements as outlined in this grievance.

The Local Union requests that this man be put on a regular payroll and be paid for all time lost because a junior man worked in his stead.

DISPOSITION: (Committee for Local Operations - Transcript Page 80 - 2/15/66)
This case was Settled and Withdrawn on the following basis: M. L. Cash will receive 13 days pay and a seniority date back to November 8th, 1965, the first day he worked during that month. Also with the further understanding that no other monetary adjustment will be due, due to the retroactive adjustment of the seniority date.

* * * * *

Case # Local 208, Los Angeles, California, and
2-6-2219 Yale Cartage Corporation

P&D On 12-3-65, the Company laid off in excess of the provisions of
Dispute contract. We claim a day's pay for Roderick Ornelas at his applicable rate.

DECISION: (Committee for Local Operations - Transcript Page 190 - 2/17/66)
M/m/s/and Deadlocked that the Union's claim be allowed. Roderick Ornelas is an 80 percenter and should receive a day's pay.

NOTE: See Main Committee for final disposition.

* * * * *

Case # Local 357, Los Angeles, California, and
2-6-2220 California Motor Express

P&D Complaint by Hill: "During the month of September I worked more
Dispute than 13 days as a casual and again during the month of October, I worked more than 13 days as a casual at C.M.E. I have requested the Company put me on as a regular employee with seniority as of September 1, 1965, as per the Union contract.

DISPOSITION: Settled and Withdrawn.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 357, Los Angeles, California, and
2-6-2221 Transcon Lines

P&D "On Friday, 12-3-65, I completed my shift at 8:30 a.m. My shift
Dispute is 12:01 to 8:30 a.m. When leaving work at this time, I was on
the on-call list for the next day, Saturday, 12-4-65, at 6:00 a.m.
I reported for work on Saturday at 6:00 a.m. to be sent home and
told to come in the following day, Sunday, 12-5-65, at the same
time 6:00 a.m. I feel as tho I am entitled to Saturday's pay due
to the fact I reported at my shift time that was posted Friday at
my leaving the Company property and was never reached personally
in regards to the new shift change."

DECISION: (Committee for Local Operations - Transcript Page 99 - 2/15/66)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 533, Reno, Nevada, and
2-6-2222 Wells Cargo

P&D Union claims Company unloaded freight off of rail cars with line
Dispute drivers. Company claims exempt from PUD. Union's position
is the intent not to permit this type of operation.
The Company claims they unload rail cars for in town and out of
town and have been doing this work for 22 years with line drivers
and have never considered it pickup and delivery work.

DECISION: (Committee for Local Operations - Transcript Page 127 - 2/16/66)
M/m/s/c/ that the claim of the Union be denied. However, the Company is
instructed to attempt to qualify some of the local heavy duty drivers who are desirous
of becoming qualified to perform this type of local heavy duty work.

* * * * *

Case # Local 690, Spokane, Washington, and
2-6-2223 United-Buckingham Freight Lines

P&D Asking for Saturday 11/20/65, premium pay for Andy Hurley, who
Dispute signed to work Saturday. Company allowed Shop Steward to sign
the name of another dock man by the name of McCulley. We have
always taken the position that nobody signs for anyone but themselves,
therefore, requesting Saturday pay for Mr. Hurley.

DISPOSITION: Settled and Withdrawn.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 741, Seattle, Washington, and
2-6-2224 Garrett Freightlines, Inc.

P&D Local 741 claims that under Article 51 of the Western States
Dispute Area Pick-Up and Delivery Supplement, Garrett Freightlines
owes health and welfare payments for Larry D. Jones for hours
worked in September, 1965.

DECISION: (Committee for Local Operations - Transcript Page 109 - 2/16/66)
M/m/s/and Deadlocked that due to the fact the employee in question was hired as
a regular employee, the Company pay the health and welfare.

NOTE: See Main Committee for final disposition.

* * * * *

Case # Local 741, Seattle, Washington, and
2-6-2225 Los Angeles Seattle Motor Express

P&D On Labor Day, September 6, 1965, LASME dispatched 2 Los Angeles
Dispute sleeper drivers to Longacres race track to pick up 'tote boards'.
Local 741 requests the top two heavy duty drivers on the Seattle
pick-up and delivery seniority list be compensated for 8 hours pay
each at the premium rate for Labor Day.

DECISION: (Committee for Local Operations - Transcript Page 120 - 2/16/66)
M/m/s/c/ that due to the facts presented in this case, the claim of the Union be upheld.

* * * * *

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

Case #

2-6-2226 (L-386) J. C. GARZA, member of Local 208, Los Angeles, Calif. Employee of Panda Terminals. Request is for a period of thirty (30) days, effective November 15, 1965, for the purpose of working on the election committee of the Local Union.

DECISION: (Sub-Committee - Transcript Page 155 - 2/16/66) Request Approved.

(L-387) ERNEST BONNEY, JR., member of Local 692, Wilmington, California. Employee of Griley Security Freight Lines. Request is for a period of ninety (90) days, effective November 1, 1965, for the purpose of going into Supervision as Dispatcher.

DECISION: (Sub-Committee - Transcript Page 156 - 2/16/66) Request Approved.

(L-388) CLAUDE E. HEADLEY, member of Local 208, Los Angeles, California. Employee of Quick Service Transfer Co. Request is for a period of ninety (90) days, effective November 16, 1965, for the purpose of trying out for Salesman position.

DECISION: (Sub-Committee - Transcript Page 157 - 2/16/66) Request Approved.

(L-389) CALVIN T. BEAMS, member of Local 357, Los Angeles, California. Employee of California Motor Express, Ltd. Request is for a period of ninety (90) days, effective November 5, 1965, for the purpose of Dock Supervisor, the duties of which are not covered by Western States Area Master Freight Agreement. Employer will make the required Pension Fund and Health and Welfare payments during leave of absence.

DECISION: (Sub-Committee - Transcript Page 158 - 2/16/66) Request Approved.

(L-390) TEDDY JOE CARTER, member of Local 357, Los Angeles, California. Employee of Imperial Truck Lines, Inc. Request is for a period of ninety (90) days, effective November 8, 1965, for the purpose of trying out as a Dock Foreman for Imperial Truck Lines, Inc.

DECISION: (Sub-Committee - Transcript Page 159 - 2/16/66) Request Approved.

(L-391) JOHN KISSEL, member of Local 17, Denver, Colorado. Employee of Interstate Motor Lines. Request is for a period of thirty (30) days, effective November 4, 1965, for the purpose of temporary job as City Dispatcher.

DECISION: (Sub-Committee - Transcript Page 160 - 2/16/66) Request Approved

(L-392) CHIEF DeSOTO, member of Local 208, Los Angeles, California. Employee of Ringsby Truck Lines. Request is for a period of thirty (30) days, effective November 15/65, for the purpose of working on the election committee of the Local Union.

DECISION: (Sub-Committee - Transcript Page 161 - 2/16/66) Request Approved.

* * * * *

JWAC Minutes

February 14, 15, 16, 17, & 18,
1966

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

Case #

2-6-2226 (L-393) FRANK MORELLO, member of Local 208, Los Angeles, California. Employee of Denver Chicago Trucking Co. Request is for a period of thirty (30) days, effective November 15, 1965, for the purpose of working on the election committee of the Local Union.

DECISION: (Sub-Committee - Transcript Page 162 - 2/16/66) Request Approved.

(L-394) MELVIN J. WYNIS, member of Local 17, Denver, Colorado. Employee of Salt Creek Freightways, Inc. Request is for a period of ninety (90) days, effective November 15/65, for the purpose of assuming the duties of an Assistant Dock Foreman.

DECISION: (Sub-Committee - Transcript Page 163 - 2/16/66) Request Approved.

(L-395) SALVATORE LUCENTE, member of Local 357, Los Angeles, California. Employee of Western Gillette, Inc. Request is for a period of ninety (90) days, effective December 4/65, for the purpose of returning to Italy to take care of family affairs and also father is in poor health and not expected to live.

DECISION: (Sub-Committee - Transcript Page 164 - 2/16/66)

M/m/s/c/ that this case is improper before the committee but that it should be noted on the man's record that he has taken this leave of absence.

(L-396) CLIFTON G. WHITSON, member of Local 208, Los Angeles, California. Employee of Quick Service Transfer Co. Request is for a period of ninety (90) days, effective November 16, 1965, for the purpose of Sales trial.

DECISION: (Sub-Committee - Transcript Page 165 - 2/16/66) Request Approved.

(L-397) HOWARD CASH, member of Local 186, Santa Barbara, California. Employee of Certified Freight Lines. Request is for a period of ninety (90) days, effective October 11/65, for the purpose of trying out a new short line run for the Employer.

DECISION: (Sub-Committee - Transcript Page 166 - 2/16/66) Request Approved.

(L-398) BILL K. JEWELL, member of Local 467, San Bernardino, California. Employee of Imperial Truck Lines, Inc. Request is for a period of ninety (90) days, effective November 29, 1965, for the purpose of trying out for a Dispatcher position.

DECISION: (Sub-Committee - Transcript Page 167 - 2/16/66) Request Approved.

(L-399) WILLIAM J. COLA, member of Local 208, Los Angeles, California. Employee of Union Pacific Motor Freight Co. Request is for a period of ninety (90) days, effective December 1, 1965, for the purpose of Dispatcher position.

DECISION: (Sub-Committee - Transcript Page 168 - 2/16/66) Request Approved.

* * * * *

JWAC Minutes

February 14, 15, 16, 17, & 18,
1966

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

Case #

2-6-2226 (L-400) RICHARD SWANSON, member of Local 208, Los Angeles, California. Employee of Imperial Truck Lines, Inc. Request is for a period of ninety (90) days, effective December 27, 1965, for the purpose of working as a freight solicitor.

DECISION: (Sub-Committee - Transcript Page 169 - 2/16/66) Request Approved.

(L-401) EDWARD M. PETERSEN, member of Local 17, Denver, Colorado. Employee of Eastern Express, Inc. Request is for a period of ninety (90) days, effective January 3/66, for the purpose of accepting a position of Supervisor.

DECISION: (Sub-Committee - Transcript Page 170 - 2/16/66) Request Approved.

(L-402) Q. B. GHAN, member of Local 224, Los Angeles, California. Employee of Pacific Intermountain Express. Request is for a period of forty-five (45) days, effective November 16/65, for the purpose of training for Dispatching.

NOTE: Original Leave of Absence, commencing Oct. 1/65 for a period of 45 days was granted during the November 1965 JWAC Meetings. Refer to Case #11-5-2086 (L-379).

DECISION: (Sub-Committee - Transcript Page 171 - 2/16/66) Request Approved.

(L-403) R. CAPALETY, member of Local 208, Los Angeles, California. Employee of Consolidated Freightways. Request is for a period of ninety (90) days, effective (no date given) for the purpose of position as a Sales Representative.

DECISION: (Sub-Committee - Transcript Page 172 - 2/16/66) Request Approved.

(L-404) LESLIE N. ULMER, member of Local 104, Phoenix, Arizona. Employee of Denver Chicago Trucking Company, Inc. Request is for a period of ninety (90) days, effective January 1, 1966, for the purpose of accepting a position of work not covered by the National Master Freight Agreement and the Western States Pick-Up and Delivery Local Cartage and Dockworkers Supplemental Agreement.

DECISION: (Sub-Committee - Transcript Page 173 - 2/16/66) Request Approved.

(L-405) HARRY MARSHALL, member of Local 17, Denver, Colorado. Employee of Navajo Freight Lines. Request is for a period of ninety (90) days, effective December 13, 1965, for the purpose of acting as Business Agent for Local 17.

DECISION: (Sub-Committee - Transcript Page 174 - 2/16/66) Request Approved.

(L-406) PERSHING GREEN, member of Local 17, Denver, Colorado. Employee of Interstate Motor Lines, Inc. Request is for a period of ninety (90) days, effective December 13, 1965, for the purpose of serving as paid Secretary-Treasurer. NOTE: Original Leave of Absence, commencing November 14/62 for a period of 90 days was granted during the Feb. /63 JWC Meetings. Refer to Case #2-3-661 (L-91).

DECISION: (Sub-Committee - Transcript Page 175 - 2/16/66) Request Approved.

* * * * *

JWAC Minutes

February 14, 15, 16, 17, & 18, - 22 -
1966

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

Case #

2-6-2226 (L-407) ALVIN MOLDEN, member of Local 17, Denver, Colorado. Employee of Watson Wilson. Request is for a period of ninety (90) days, effective December 13, 1965, for the purpose of serving as Business Agent for Local 17.

DECISION: (Sub-Committee - Transcript Page 176 - 2/16/66) Request Approved.

(L-408) RAY W. NEVILLE, member of Local 104, Phoenix, Arizona. Employee of Watson Wilson Transportation (Yellow Transit). Request is for a period of thirty (30) days, effective January 11, 1966, for the purpose of Truck Dispatcher at Flagstaff, Arizona.

DECISION: (Sub-Committee - Transcript Page 177 - 2/16/66) Request Approved.

(L-409) ROBERT KEMPTON, member of Local 104, Phoenix, Arizona. Employee of Alabam Freight Lines (Division of Consolidated Copperstate) Request is for a period of twenty-one (21) days, effective January 3, 1966, for the purpose of serving as Driver Instructor at the El Paso, Texas terminal, during which time he will be paid in the same manner as he would if he were driving on his regular "bid" run.

DECISION: (Sub-Committee - Transcript Page 178 - 2/16/66) Request Approved.

(L-410) ERNEST ROE, member of Local 208, Los Angeles, California. Employee of West Coast Fast Freight. Request is for a period of thirty (30) days, effective January 4/66, for the purpose of filling the duties of Dispatcher for Los Angeles area.

DECISION: (Sub-Committee - Transcript Page 179 - 2/16/66) Request Approved.

(L-411) NORMAN CLARK, member of Local 542, San Diego, California. Employee of Alco Transportation Company. Request is for a period of ninety (90) days, effective January 3, 1966, for the purpose of an appointment as Business Agent for the Local Union - No. 542.

DECISION: (Sub-Committee - Transcript Page 180 - 2/16/66) Request Approved.

(L-412) MARVIN GANTENBEIN, member of Local 17, Denver, Colorado. Employee of Ephraim Freightways, Inc. Request is for a period of ninety (90) days, effective December 1, 1965, for the purpose that the Company has an opening calling for additional supervisory help.

DECISION: (Sub-Committee - Transcript Page 181 - 2/16/66) Request Approved.

(L-413) BERL MATHEWS, member of Local 439, Stockton, California. Employee of Paxton Trucking Company. Request is for a period of ninety (90) days, effective January 16/66 to April 18, 1966, for the purpose of becoming Dispatcher for Paxton Trucking Company.

DECISION: (Sub-Committee - Transcript Page 182 - 2/16/66)

This request is improperly filed and it is referred back to the parties for the proper action.

* * * * *

JWAC Minutes

February 14, 15, 16, 17, & 18,
1966

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

Case #

2-6-2226 (L-414) NEILS T. LUNDQUIST, member of Local 983, Pocatello, Idaho. Employee of Garrett Freightlines, Inc. Request is for a period of ninety (90) days, effective January 24, 1966, for the purpose of being with his wife because of her illness. The doctor advises that she should not be left alone.

DECISION: (Sub-Committee - Transcript Page 183 - 2/16/66)
M/m/s/c/ that this case is improper before the committee, but that it should be noted on the man's record that he has taken this leave of absence.

(L-415) GEORGE A. DICKSON, member of Local 208, Los Angeles, California. Employee of Qwikway Trucking Co. Request is for a period of sixty (60) days, effective January 24, 1966, for the purpose of Dispatcher for Company.

DECISION: (Sub-Committee - Transcript Page 184 - 2/16/66) Request Approved.

(L-416) ANTON COSTA, member of Local 208, Los Angeles, California. Employee of Astor Truck-Rite, Inc. Request is for a period of one month, effective February 1, 1966, to February 28, 1966, for the purpose of Dispatcher for Company.

DECISION: (Sub-Committee - Transcript Page 185 - 2/16/66) Request Approved.

(L-417) JACK JACOB VEEN, member of Local 208, Los Angeles, California. Employee of Lee Way Motor Freight, Inc. Request is for a period of ninety (90) days, effective February 1, 1966, for the purpose of being promoted to Sales Department as a Salesman.

DECISION: (Sub-Committee - Transcript Page 186 - 2/16/66) Request Approved.

(L-418) RONALD J. SCHMALZ, member of Local 542, San Diego, California. Employee of O.N.C. Motor Freight System. Request is for a period of thirty (30) days, effective February 14, 1966, for the purpose of taking supervisory position in the Los Angeles terminal.

DECISION: (Sub-Committee - Transcript Page 187 - 2/16/66) Request Approved.

(L-419) GEORGE R. GAUKROGER, member of Local 741, Seattle, Washington. Employee of Inland Transportation Co., Inc. Request is for a period of ninety (90) days, effective February 1, 1966, for the purpose of establishing and supervising (including driving) the operation of a wood shavings haul based in La Grande, Oregon.

DECISION: (Sub-Committee - Transcript Page 188 - 2/16/66) Request Approved.

(L-420) CHARLES BREWINGTON, member of Local 692, Wilmington, California. Employee of Ventura Transfer Co. Request is for a period of ninety (90) days, effective January 3/66, to April 3, 1966, for the purpose of taking up duties of Business Agent for Local 692.

DECISION: (Sub-Committee - Transcript Page 189 - 2/16/66) Request Approved.

* * * * *

JWAC Minutes

February 14, 15, 16, 17, & 18,
1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 222, Salt Lake City, Utah, and
2-6-2311 Pacific Intermountain Express

P&D David C. Soderborg claim for holiday pay during leave of
Dispute absence.

DECISION: (Committee for Local Operations - Transcript Page 147 - 2/16/66)
M/m/s/and Deadlocked that the Union claim be denied.

NOTE: See Main Committee for final disposition.

* * * * *

Case # Local 692, Long Beach, California, and
2-6-2326 Griley Security Freight Lines

P&D R. V. Grey driver for Griley Security was ordered when he
Dispute completed work on the night of the 2nd of December report to the
safety center on the 3rd for a physical checkup for an I. C. C.
examination. Therefore, we are requesting that 8 hours pay be
paid to R. V. Grey due to violation of Article 45.

DECISION: (Committee for Local Operations - Transcript Page 26 - 2/15/66)
M/m/s/c/ that due to the facts presented in this case, R. V. Grey be paid four
hours pay.

* * * * *

Case # Local 357, Los Angeles, California, and
2-6-2327 Griley Security Freight Lines

Suspension For and on behalf of: W. E. Warren. Protest this suspension
for the period beginning 1-3-66, thru 1-14-66.

DECISION: (Committee for Local Operations - Transcript Page 82 - 2/15/66)
M/m/s/c/ that the man be paid \$137.40

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
5-5-1879 Transcon Lines

Joint Council 7 Cases originally filed through Hiring Hall Committee. Hearings
Dispute consolidated by agreement.

Brotherhood of Teamsters, Local 70, wishes to refile Joint Council
Labor Management Committee Case Nos. LD-1785 and LD-1789,
in accordance with the decision of Joint Western Area Committee
Case No. 5-5-1879.

DISPOSITION: Postponed.

* * * * *

Case # Local 224, Los Angeles, California, and
5-5-1924 Milne Truck Lines

Interpre- Local 224 is asking the Joint Western Area Committee for an
tation interpretation of the decision of JWC Case #5-5-1924 (Local 224
vs Milne Truck Lines)

DECISION: (Main Committee - Transcript Page 341 - 2/17/66)
M/m/s/c/ that the case be remanded to the parties for settlement along with
Mr. Mansfield, and that if it can't be settled or agreed upon, a grievance be
brought in at the local level for disposition.

* * * * *

Case # Local 690, Spokane, Washington, and
11-5-2127 United-Buckingham Freight Lines

OTR Local 690 is requesting two (2) Portland bid runs per day.
Dispute

DISPOSITION: Postponed.

* * * * *

Case # Local 961, Denver, Colorado, and
11-5-2140 Navajo Freight Lines

MASTER Local 961 on behalf of its members employed at Navajo Freight
Dispute Lines state: This grievance is being filed against Navajo Freight
Lines because of the Company's failure to pay the \$5.00 on piggy-back.

DISPOSITION: Postponed.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 81, Portland, Oregon, and
11-5-2159 Denver Chicago Truck Service

P&D The Union contends that the contract states that choice of premium
Dispute day overtime shall be according to seniority. The Company
stated that Herold was not a qualified heavy duty man.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
11-5-2160 Los Angeles - Seattle Motor Express

OTR Local 81 is claiming 126 1/2 hours each for sleeper team
Dispute McNeal and McNulty, delay time, from Los Angeles-Seattle
Motor Express.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # I.M.L. Freight, Inc. (Formerly Interstate Motor Lines, Inc.)
2-6-2191

Change Locals involved: 150, Sacramento, California
of 222, Salt Lake City, Utah
Operations 468, Oakland, California
533, Reno, Nevada

I.M.L. finds it necessary to request the following operational change:

1. Eliminate the presently existing six (6) protected relay runs operating six (6) days per week between Salt Lake City, Utah and Oakland, California.
2. Increase the West Sleeper Board domiciled at Salt Lake City, Utah, which will operate to the Bay Area as well as other Western points.

DISPOSITION: (Main Committee - Transcript Page 587 - 2/18/66)

M/m/s/and Deadlocked that Case #2-6-2191 be approved by the Main Committee M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 208, Los Angeles, California, and
2-6-2215 Exley Express

P&D Dispute concerning Friday payday.
Dispute

NOTE: Upon the report of the Sub-Committee for Local Operations being presented to the Main Committee in Case #2-6-2215, the decision of the Committee for Local Operations Sub-Committee was protested.

DISPOSITION: (Main Committee - Transcript Page 519 - 2/18/66)

The Main Committee ruled that in this case that the money claim is denied, but that the Company is a party to the rider and the payday is Friday.

* * * * *

Case # Local 208, Los Angeles, California, and
2-6-2219 Yale Cartage Corporation

P&D On 12-3-65, the Company laid off in excess of the provisions of
Dispute contract. We claim a day's pay for Roderick Ornelas at his applicable rate.

DISPOSITION: (Main Committee - Transcript Page 558 - 2/18/65)

M/m/s/c/ that we refer the case to the Multi-Conference Committee for an interpretation.

* * * * *

Case # Local 741, Seattle, Washington, and
2-6-2224 Garrett Freightlines, Inc.

P&D Local 741 claims that under Article 51 of the Western States Area
Dispute Pick-Up and Delivery Supplement, Garrett Freightlines owes health and welfare payments for Larry D. Jones for hours worked in September, 1965.

DISPOSITION: (Main Committee - Transcript Page 545 - 2/18/66)

M/m/s/and Deadlocked that the Employer position be upheld and the Union claim denied. M/m/s/and did not receive a majority vote "that this case go to arbitration."

* * * * *

Case # Local 57, Eugene, Oregon, and
2-6-2227 Consolidated Freightways, Inc.

OTR The Union contends that on the day in question, the Company used
Dispute a salesman, who is not a member of the bargaining unit, to take a cub tractor to Salem where he exchanged it for another cub and brought it back to Eugene, approximately 140 miles round trip. The Union contends that this is line drivers' work.

DISPOSITION: Settled and Withdrawn.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
2-6-2228 California Motor Express

Joint Company starts swing platform men at starting time per contract,
Council 7 and night hostlers at a different time.
Dispute

Union feels that the regular starting time of 5:00 p.m. for the
swing shift remain in effect for the entire shift.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
2-6-2229 Coast Drayage

Joint On June 25, 1965, Company allowed fork lift driver to enter van
Council 7 and the job called for a hand stacker. Requesting 2 hour minimum
Dispute for a man laid off on June 25, 1965, or if no man laid off, a man
out of Hiring Hall.

DECISION: (Main Committee - Transcript Page 157 - 2/15/66)
M/m/s/c/ that Case Nos. 2-6-2229, - 30 - and 31, be handled in the same manner
that the previous Case, #2-6-2234, involving this article is being handled.

* * * * *

Case # Local 70, Oakland, California, and
2-6-2230 Coast Drayage

Joint Union claims pay for a stand-by lumper for work performed by
Council 7 customer's fork lift.
Dispute

DECISION: (Main Committee - Transcript Page 157 - 2/15/66)
Same Decision applies as in Case #2-6-2229.

* * * * *

Case # Local 70, Oakland, California, and
2-6-2231 Coast Drayage

Joint Union claims pay for a stand-by lumper for work performed by
Council 7 customer's fork lift.
Dispute

DECISION: (Main Committee - Transcript Page 157 - 2/15/66)
Same Decision applies as in Case #2-6-2229.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
2-6-2232

Joint Does time spent in the military service apply toward the amount
Council 7 of annual vacation due an employee reinstated under the Selective
Dispute Service Act of 1948?

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
2-6-2233 DiSalvo Trucking Company

OTR Work jurisdiction - Local 70 vs DiSalvo Trucking Company.
Dispute

DECISION: (Main Committee - Transcript Page 109 - 2/15/66)
M/m/s/c/ that two hours overtime be paid to the last man worked who should have
been held to load the trailer.

* * * * *

Case # Local 70, Oakland, California, and
2-6-2234 Lodi Trucking Service

Joint Determination of whether the trucking company is in violation of
Council 7 Article 45 by relocating two of their regular employees from
Dispute assignment at a shipper who decided to use his own employees
for fork lift loading.

DECISION: (Main Committee - Transcript Page 115 - 2/15/66)
M/m/s/c/ that since the understanding to this determination was made by our
General President and Mr. Fastiff and Mr. Arnold Poe, Counsel for the California
Trucking Associations, that this be remanded back to those parties for settlement.

* * * * *

Case # Local 70, Oakland, California, and
2-6-2235 Los Angeles-Seattle Motor Express

OTR New Article 45. Work jurisdiction.
Dispute

DISPOSITION: Withdrawn.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
2-6-2236 Los Angeles-Seattle Motor Express

Joint Mosley and Simpson reported for work on Friday swing shift,
Council 7 October 8. They were paid straight differential time for this work.
Dispute

Mosley was worked outside of his regular shift and should be paid time and one-half. Simpson's work on shift in question constituted a sixth day and should be paid at time and one-half.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
2-6-2237 O.N.C. Fast Freight

Joint Employee worked as a casual 2 days; his employment was terminated
Council 7 and Hall was requested not to redispach.
Dispute

Company violating contract in requesting Hall not to dispatch certain individuals.

DECISION: (Main Committee - Transcript Page 66 - 2/15/66)
M/m/s/c/ that based on the facts as presented in this case I move the claim be denied.

* * * * *

Case # Local 70, Oakland, California, and
2-6-2238 O.N.C. Fast Freight

Joint Company and Union have an agreement which by-passes contract
Council 7 seniority provisions in assignment of weekend terminal work in
Dispute favor of a rotating wheel.

Extra-Contract agreement must be maintained.

DECISION: (Main Committee - Transcript Page 86 - 2/15/66)
M/m/s/c/ that the maintenance of standards be maintained and that the claim of the Company be denied.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 70, Oakland, California, and
 2-6-2239 O.N.C. Fast Freight

Joint Council 7 Dispute Casual was employed during 6 month period as broken time lumper. He never drove and never worked terminal dock.
 Union requests that seniority be established and runaround pay be applied back to first 30 day period in which he worked 13 days.

DECISION: (Main Committee - Transcript Page 93 - 2/15/66)
 M/m/s/c/ that if the employee has worked 13 days, eight hour days, within any 30 consecutive day period, he is bound by all the terms and conditions of the Contract from the time he worked the 13 days. Broken time, if he does qualify, will be applied toward the holidays and health and welfare, vacation, and whatever benefits he would get.

* * * * *

Case # Local 81, Portland, Oregon, and
 2-6-2240 Consolidated Freightways, Inc.

OTR Dispute The Union is demanding on behalf of the Portland based sleeper drivers the same paid for miles that the Chicago, Kansas City, and Minneapolis sleeper drivers receive on the same routes traveled by the Portland based drivers to and from the West Coast.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
 2-6-2241 Los Angeles - Seattle Motor Express

OTR Dispute The Union contends that driver Demarest turned in a claim for one hour for reefer and ice checks, four stops. The Company refused to pay the full claim, they cut it in half. The Union contends that there is no mandatory minimum time, the driver put in the time and he is entitled to pay for it.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
 2-6-2242 Oregon-Nevada-California Motor Freight System

OTR Dispute The Union contends that Norman called the dispatcher on Sunday and said he did not feel well, he had worked 13 days in a row, he was tired and sick and did not feel safe enough to go out. He asked the dispatcher if he had plenty of men, and there was no comment. The Company put him at the bottom of the next day's board. The Union contends that Norman had a legitimate excuse and because of the extenuating circumstances he should not have been penalized as though he had not been available. Further, he is entitled to the runaround pay as claimed.

DECISION: (Main Committee - Transcript Page 428 - 2/17/66)
 M/m/s/c/ that the position of the Union in Cases 2242 and 2243 be upheld.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2243 Oregon-Nevada-California Motor Freight System

OTR The Union contends that on Sunday (in August) Shrum called the
Dispute dispatcher and wanted off to pick his daughter up from the hospital;
the dispatcher excused him. According to agreed upon dispatch
rules, a legitimate excused absence does not subject the driver
to penalties for not being available. However, Shrum was placed
at the bottom of Monday's dispatch order, the same as if he had not
been available.

DECISION: (Main Committee - Transcript Page 428 - 2/17/66)
Same Decision applies in this case, as in Case #2-6-2242.

* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2244 Pacific Intermountain Express

OTR Local Union 81 is claiming that Pacific Intermountain Express is
Dispute in violation of Article 45, Section 1, of the Western States Area
Over-the-Road Supplemental Agreement by refusing to pay drivers
Gilman and Summers one-half hour each, plus \$4.50 examination
fee as claimed by driver Summers.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2245 Pacific Intermountain Express

OTR The Union contends that the rule in dispute was posted at the Portland
Dispute terminal requiring sleeper drivers at their layover point to signify
on the sign-in sheet whether they want eight hours off or want to be
called when their load is ready. This rule has never been submitted
to the Local Union for discussion or approval.

The Company contends that this is not a Company Rule, it was a
July, 1962 Joint Western Committee Decision. The Chairman of
the JWC ruled that this is the way it was going to be done, that
drivers would have to specify on the sign-in sheet whether they
wanted their eight hours off or not, since 1962, it has been the practice.

DISPOSITION: Settled and Withdrawn - with the following understanding:
The Union will withdraw its protest on the bulletin. The Company will withdraw
the warning letters on the cases that are still up in Oregon.
(Main Committee - Transcript Page 196 - 2/15/66)

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 81, Portland, Oregon, and
 2-6-2246 Pacific Intermountain Express

OTR The Union contends that this team, while coming out of Omaha,
 Dispute Nebraska, had to cross a series of railroad tracks; they were
 held better than a half hour waiting for a switch engine to clear
 the tracks. The Union contends that when the truck is held like
 this, the drivers are responsible for the equipment and are entitled
 to pay for the delay as claimed, the same as impassable highways.

DECISION: (Main Committee - Transcript Page 212 - 2/16/66)
 M/m/s/c/ that based on the facts in this case, the claim of the Union be denied.

* * * * *

Case # Local 81, Portland, Oregon, and
 2-6-2247 United-Buckingham Freight Lines

OTR Local Union 81 is claiming pay for three drivers from United-
 Dispute Buckingham Freight Lines for improper dispatching out of Spokane,
 Washington amounting to the difference in pay between a Spokane -
 Portland and a Spokane-Seattle run, plus delay time in Seattle.

DECISION: (Main Committee - Transcript Page 484 - 2/17/66)
 M/m/s/c/ that based on the particular set of facts in this case, the claim of the
 Union be denied.

* * * * *

Case # Local 81, Portland, Oregon, and
 2-6-2248 Oregon-Nevada-California Motor Freight System

OTR The Union contends that on October 11, 1965, Wheeler was in
 Dispute Bellingham, Washington and his dispatch orders out of Bellingham
 read pickup in Mt. Vernon, check in Seattle, and destination
 Portland. When Wheeler arrived in Seattle the dispatcher changed
 his orders and redispached him to Aberdeen. The Union contends
 that the man is entitled to the minimum guarantee from Bellingham
 to Seattle, and the minimum guarantee for his second dispatch
 from Seattle to Aberdeen.

DECISION: (Main Committee - Transcript Page 446 - 2/17/66)
 M/m/s/and Deadlocked that the man was properly paid for this tour of duty for
 this trip.
 M/m/s/and did not receive a majority vote "that this case go to arbitration."

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2249 Consolidated Freightways, Inc.

OTR The Union contends that the Company has a rule whereby no sleeper
Dispute team will be called for a trip unless they have enough I. C. C. hours
to complete the trip. The dispatcher called this team to make a
trip, the drivers told the dispatcher that they were short of I. C. C.
hours, the dispatcher told them to go anyway. On the return trip
the drivers had to wait 13 1/2 hours in Baker, Montana for enough
I. C. C. hours to complete the trip. The Company cut one hour off
the drivers' claim for a meal stop. The Union contends that this
is in violation of the above named provisions of the contract.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2250 Consolidated Freightways, Inc.

Seniority The Union contends that Robert Thornton has a Company seniority
Dispute date of July 7, 1947, when actually, he was first employed by
Consolidated Freightways, Inc., on May 21, 1947. When Thornton
was first employed by Consolidated Freightways he was paid on a
supplemental payroll which the Company had and was using for
new hires and casual employees at that time. They did not place
Thornton on the regular seniority list until two months later when
he was transferred to the regular payroll. Therefore, the Union
is requesting that Robert Thornton's seniority be recognized as
May 21, 1947, instead of July 7, 1947.

DECISION: (Main Committee - Transcript Page 189 - 2/15/66)
M/m/s/c/ that the seniority date of Robert Thornton for bidding purposes shall
be 7/7/47.

* * * * *

Case # Local 85, San Francisco, California, and
2-6-2251 A & B Garment

Interpre- Request for definition of seniority of employee who, for past
tation 2 of 5 years employ, has worked as dispatcher but who has now
returned to Teamster work with the same company.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 85, San Francisco, California, and
2-6-2252 Expressway Trucking

Joint Application of 10,500 arbitration decision. Drivers on tractor equipment
Council 7 are to be paid current scale of \$28.32 per day. Summation of Employer
Dispute Position: Kagel arbitration did not distinguish between tractor equipment
and/or bobtail trucks.

DISPOSITION: Settled and Withdrawn.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18 - 35 -

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 85, San Francisco, California, and
 2-6-2253 Walkup's Merchants Express

Seniority Union is claiming under Article 3, Section 1 (c) of the Master
 Dispute Agreement, that the Company shall give them equal opportunity in
 hiring. Company hired two men, one from Los Angeles and one
 from Eureka and two and one-half hours later, they put Mr. Bratt
 on the line. The Union is claiming that Bratt should be placed on
 the seniority list ahead of these two men.

DECISION: (Main Committee - Transcript Page 388 - 2/17/66)
 M/m/s/c/ that Mr. Bratt is in his proper position on the seniority list.

* * * * *

Case # Local 150, Sacramento, California
 2-6-2254 Local 467, San Bernardino, California, and
 McKeown Transportation Co., Inc.

Interpre- A dispute has arisen as to whether or not the following is subject
 tation to the Change of Operations provisions of the National Master
 Freight Agreement.
 Linde Company is contemplating closing, or partially closing their
 Ontario hydrogen plant since the National Aeronautics & Space
 Administration, their prime customer, did not renew their contract
 with Linde Company for the year, 1966, and all, or part, of the
 specialized hydrogen tank truck equipment will be transferred to
 the Linde Company, Sacramento hydrogen plant, or will be leased
 or sold.

DECISION: (Main Committee - Transcript Page 55 - 2/15/66)
 M/m/s/c/ that based on the facts of this case, that the committee find that it is not
 subject to the Change of Operations and that the committee recommend that the
 Employer offers the laid off employees an opportunity to go to work in Sacramento
 at the bottom of the list before they hire any outside help, if there is help needed
 in Sacramento.

* * * * *

Case # Local 150, Sacramento, California, and
 2-6-2255 Wells Cargo

OTR Union claims 6 hours due Pete Denos at time and one-half, and
 Dispute 4 hours due Filippo John Cardella at time and one-half when casual
 was used to defeat overtime purposes of contract.

DECISION: (Main Committee - Transcript Page 215 - 2/16/66)
 M/m/s/c/ that Cardella be paid five hours and Denos be paid an hour and three-quarters
 based on the evidence presented.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 180, Los Angeles, California, and
2-6-2256 Los Angeles-Seattle Motor Express

OTR Local 180 takes the position that LASME owes Joe Gosmeaux and
Dispute Pat O'Brien 9 hours abuse of free time at the rate of \$3.15 per hour,
a total sum of \$28.35 due each man.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 190, Billings, Montana, and
2-6-2257 Garrett Freightlines

OTR Request 6 and 4/10th hours pay for Arnold Graff for peddle time
Dispute performed by extra man, 9/14/65 and 9/17/65. Request peddle
time by driver Emswiler on 9/14/65 at Townsend and Livingston.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 190, Billings, Montana, and
2-6-2258 N. P. Transport

MASTER Request 8 hours pay at time and one-half for Matt Stoltz, for a
Dispute piggy-back trailer unloaded in Miles City by Randall Lumber Co.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 190, Billings, Montana, and
2-6-2259 N. P. Transport

MASTER Request 2 hours pay at time and one-half for R. E. Whiteaker for
Dispute a piggy-back trailer unloaded in Miles City by Randall Lumber Co.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # California Trucking Association, and
2-6-2260 Local 208, Los Angeles, California

Interpre- FOR AND ON BEHALF OF ILLINOIS CALIFORNIA EXPRESS, NAVAJO
tation FREIGHT LINES, TRANSCON LINES, WESTERN GILLETTE, INC.,
ET AL, who have received demands from Freight Drivers Local 208
to install heaters and defrosters in their equipment operated in Los Angeles.

DECISION: (Main Committee - Transcript Page 552 - 2/18/66)
M/m/s/and Deadlocked that the Company comply with Article 16 of the Master
Freight Agreement.

M/m/s/and did not receive a majority vote "that this case go to arbitration."

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 208, Los Angeles, California,
2-6-2261 Local 224, Los Angeles, California,
Local 287, San Jose, California,
Local 357, Los Angeles, California,
Local 439, Stockton, California,
Local 495, Los Angeles, California, and
Sterling Transit Co., Inc.

Interpre- Under date of October 29, 1965, by certified mail, Sterling Transit
tation Co., Inc., made a request of Local Unions 208, 224, 357, 495, 439,
287, 542, 87, and 431, for their concurrence in a change in the
payday of all employees, from Thursday to Friday of each week.

DECISION: (Main Committee - Transcript Page 415 - 2/17/66)
M/m/s/c/ that Friday be established as payday for this Company, subject to the
stipulations placed on the record by the Company.

* * * * *

Case # Local 208, Los Angeles, California, and
2-6-2262 Wescartage Company, Inc.

MASTER Wherein provisions of Article 16 call for installation of "Heaters
Dispute and Defrosters on all trucks and tractors," and wherein this
provisional safety and comfort benefit has only been partially
complied with since the inception of current contract, request is
that Company be ordered to fully comply within 90 days of sought
for directive.

DECISION: (Main Committee - Transcript Page 547 - 2/18/66)
M/m/s/and Deadlocked that the Company comply with Article 16 of the Master
Freight Agreement.
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

Case # Local 208, Los Angeles, California, and
2-6-2263 Trojan Freight Lines

MASTER The Local Union requests that the Employer be directed to
Dispute reestablish the payday at the previously established time, on
Wednesday, of each week.

DECISION: (Main Committee - Transcript Page 257 - 2/16/66)
Settled and Withdrawn with the following proviso: That payday will be on Friday
and they will pay on Friday during the working hours of the men.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 208, Los Angeles, California, and
 2-6-2264 California Trucking Association

Interpre- For and on behalf of Illinois California Express, Navajo Freight Lines,
 tation Transcon Lines, Western Gillette, Inc., et al, who have received
 demands from Freight Drivers Local Union 208 to install heaters
 and defrosters in their equipment operated in Los Angeles.

DISPOSITION: This case is a duplication of Case #2-6-2260.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
 2-6-2265 Consolidated Freightways

MASTER Each of the claims is for time which the Company docked the men
 Dispute for honoring Barton Truck Lines picket line. All of the employees
 are city pick-up and delivery drivers.

DECISION: (Main Committee - Transcript Page 488 - 2/17/66)
 M/m/s/and Deadlocked that the Union's position be upheld.
 M/m/s/ and did not receive a majority vote "that this case go to arbitration.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
 2-6-2266 I. M. L. Freight, Inc.

OTR A Salt Lake domiciled sleeper team of Thurman and Schreindl was on
 Dispute layover at Sacramento when they were dispatched from Sacramento
 to pick up the load at 57th Avenue in Oakland and return to Salt Lake
 City. When they arrived at 57th Avenue, there was an International
 Association of Machinists picket line which they honored and were
 delayed for one hour, at which time they went to the Company's
 Oakland terminal, where a similar picket line had been placed and
 they were further delayed five hours at the terminal while honoring
 that line.

DECISION: (Main Committee - Transcript Page 335 - 2/16/66)
 M/m/s/and Deadlocked that based on the previous case that we had before the JWAC,
 which was voted in favor of the Company, involving 961 and Ringsby, the Company's
 position be sustained and the Union claim be denied.
 M/m/s/and did not receive a majority vote "that this case go to arbitration."

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 222, Salt Lake City, Utah, and
2-6-2267 Pacific Intermountain Express

MASTER The Union has filed claims on behalf of 26 employees named in the
Dispute case filing (both dock and pick-up drivers) for time lost while the
employees were honoring a picket line of Local 222 posted in front
of the P.I.E. gate, picketing Barton Truck Lines when a Barton
truck was in the P.I.E. premises on October 7, 1965.

DECISION: (Main Committee - Transcript Page 488 - 2/17/66)
The same decision applies in this case as in Case #2-6-2265.

* * * * *

Case # Local 224, Los Angeles, California, and
2-6-2268 Cal-Canadian Motor Express

OTR Local 224 on behalf of Gerald H. Dees, Jr. and Albert Curtis is
Dispute claiming money shortages representing work time, layover pay,
subsistence pay, vacation pay, holiday pay, etc. Total amount claimed
for Gerald H. Dees, Jr., is \$5,443.80. Total amount claimed for
Albert Curtis is \$8,981.80.

DISPOSITION: Postponed.

* * * * *

Case # Local 224, Los Angeles, California, and
2-6-2269 Ringsby - Pacific, Ltd.

OTR Local 224 on behalf of Mauricio A. Marquez claims two trips to
Dispute Oakland on 8-26-65, and 8-30-65.
Local 224 on behalf of Harmon B. Pattison claims 2 trips to Oakland
on 8-25-65, and 8-29-65, in the amount of \$176.46.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 287, San Jose, California, and
2-6-2270 Delta Lines

Joint Assignment of weekend overtime. Company called man back to
Council 7 work with less than 8 hours off duty.
Dispute Summation of Employer Position: Following provisions of Contract
and decisions in Case LD-1983 in offering weekend work by seniority.

DECISION: (Main Committee - Transcript Page 253 - 2/16/66)
M/m/s/c/ that the claim of the Union be upheld.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 287, San Jose, California, and
2-6-2271 Garden City Transportation

Joint Company used short line men to unload three boxcars of newsprint
Council 7 and load three trucks with newsprint. Said loading and unloading
Dispute done at Company cartage barn.

DECISION: (Main Committee - Transcript Page 226 - 2/16/66)
M/m/s/c/ that the short line man be paid the local rate of pay for that tour of duty
and there shall be no pay for any man out of the hiring hall for that day.

* * * * *

Case # Local 287, San Jose, California, and
2-6-2272 Garden City Transportation

Joint On Admission Day, September 9, 1965, Company worked seven
Council 7 short liners on work covered by Local 287 Local Pick-Up & Delivery
Dispute Agreement.

DECISION: (Main Committee - Transcript Page 232 - 2/16/66)
M/m/s/c/ that the claim of the Union be upheld.

* * * * *

Case # Local 287, San Jose, California, and
2-6-2273 Garden City Transportation

OTR Union is claiming that seven short line drivers worked within the
Dispute jurisdiction of Local 287 on Admission Day, which is a time and
one-half rate of pay for Local men on that day. The Company paid
the short line drivers local rate of pay at straight time, instead of
the local rate of pay of time and one-half.

DECISION: (Main Committee - Transcript Page 236 - 2/16/66)
M/m/s/c/ that the seven men be paid time and a half for that day.

* * * * *

Case # Local 287, San Jose, California, and
2-6-2274 Garden City Transportation

OTR Union is claiming pay for short line drivers under Article 52 (f),
Dispute and Article 38, Section 3, of the Western States Area Over-the-Road
Agreement, at the rate of double time for time spent while unloading
or loading in San Francisco area on Admission Day, which is an
overtime day for local people, within the local wage agreement.

DECISION: (Main Committee - Transcript Page 239 - 2/16/66)
M/m/s/c/ that the claim of the Union be upheld. It is understood that the hours paid
for are only the hours worked in San Francisco.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
2-6-2275 Miles & Sons

MASTER Union asks that AGC pay for all men operating the Company's
Dispute feeder operation situated on the Ball & Simpson Freeway jobsite
in Mountain View.

DECISION: (Main Committee - Transcript Page 243 - 2/16/66)
M/m/s/c/ that the drivers be paid under the AGC Agreement for all time spent on
the jobsite working between the bunker and the spreader.

* * * * *

Case # Local 287, San Jose, California, and
2-6-2276 Pacific Intermountain Express

Joint Company terminated employment of casual and requested Union
Council 7 not to re-dispatch.
Dispute Reason given for employment refusal was false.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 287, San Jose, California, and
2-6-2277 U. S. Products

OTR Union is claiming pay for the next seniority man that should have
Dispute worked and the Company used a cannery worker to deliver lugs
and bins.

DECISION: (Main Committee - Transcript Page 258 - 2/16/66)
M/m/s/c/ that the case is improperly before this committee and it is referred
to the two Joint Councils.

* * * * *

Case # Local 439, Stockton, California, and
2-6-2278 American Transfer Company

MASTER Union claims compensation for all drivers for pay lost due to
Dispute improper method of pay from July 1, 1965, to time of hearing.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 439, Stockton, California, and
2-6-2279 Karlson Bros. Trucking

A & H Union asks that Company compensate all employees all monies lost
Dispute due to the improper method of pay from 9/4/65 to time of hearings,
and also that Company furnish time sheets and any other records
pertaining to computation of compensation.

DISPOSITION: Settled and Withdrawn.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 439, Stockton, California,
2-6-2280 (Local 150 - Sacramento - and Local 386 - Modesto), and
Miles Motor Transport System

Interpre- Union asks that Company compensate driver Englent for loss of
tation vacation percentage due to the improper method of calculation by
Company, also compensate any other employee who has been
paid wrongly due to improper calculation.

DECISION: (Main Committee - Transcript Page 317 - 2/16/66)
M/m/s/c/ that a man who is on layoff over 120 days shall not use that time off
toward vacation eligibility, but his seniority date for vacation purposes shall be his
original date of hire.

* * * * *

Case # Local 439, Stockton, California, and
2-6-2281 Miles Motor Transport System

OTR Union requests Company furnish transportation immediately and
Dispute reimburse drivers for costs incurred due to their having to furnish
their own transportation from August 21, 1965, to time of hearings.

DISPOSITION: (Main Committee - Transcript Page 323 - 2/16/66)
The committee retains jurisdiction; the parties to check transportation and report
back to the committee.

* * * * *

Case # Local 468, Oakland, California, and
2-6-2282 Navajo Freight Lines

OTR Union claiming pay for Ray Nance, Ken Wallace, L. W. Moore,
Dispute L. T. Herrell and Max Robinson. From July 20th until the men
were put back to work pertaining to a decision in cases number
CB-1603 and CB-1623. Union maintains that the Company did not
abide by the decision in these cases to restore the men back to duty.

DECISION: (Main Committee - Transcript Page 207 - 2/16/66)
- Transcript Page 601 - 2/18/66)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 468, Oakland, California, and
2-6-2283 Pacific Intermountain Express

OTR Money claims for Schabel and Bingman - Brown and Kissinger -
Dispute Christian and Steele. Union is claiming abusive free time at the
Chicago terminal.

DECISION: (Main Committee - Transcript Page 520 - 2/18/66)
M/m/s/c/ that the claim of Brown and Kissinger not be allowed, but that the other
two be paid.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
2-6-2284 Pacific Intermountain Express

OTR Pay claim for Lupescu and McKibben. Union is claiming doubles
Dispute rate of pay from St. Louis to Oakland. Men were dispatched
from Oakland to St. Louis on a set of doubles. On arrival at
St. Louis, equipment was switched and they were given a semi.

DECISION: (Main Committee - Transcript Page 528 - 2/18/66)
M/m/s/c/ that if the tractor was a St. Louis domiciled tractor and went back to
St. Louis, the claim be paid. If it was a transfer of equipment into their eastern
division, the claim not be paid.

* * * * *

Case # Local 468, Oakland, California, and
2-6-2285 Pacific Intermountain Express

OTR Glass and Norton. Union is claiming runaround from 2:00 a.m., on
Dispute 10/12/65, to 7:48 a.m., 10/13/65. Union maintains that drivers
picked St. Louis dispatch at dispatch time, which is between 4:00
and 6:00 p.m. Company cancelled the drivers out and called a
St. Louis team in from the Sacramento terminal to Oakland and
gave them the load at 3:58 a.m.

DECISION: (Main Committee - Transcript Page 534 - 2/18/66)
M/m/s/c/ that based on the facts presented, the claim be paid.

* * * * *

Case # Local 468, Oakland, California, and
2-6-2286 Pacific Intermountain Express

OTR Hunter and Parkin claiming seven hours abusive free time at
Dispute Chicago.

DECISION: (Main Committee - Transcript Page 580 - 2/18/66)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 468, Oakland, California, and
2-6-2287 Pacific Intermountain Express

OTR Pay claim for Gardner. Gardner claiming cab fare at Salt Lake
Dispute City to the Congress Hotel where the majority of the drivers stay.

DECISION: (Main Committee - Transcript Page 593 - 2/18/66)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18
1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
2-6-2288 Pacific Intermountain Express

Interpre- Pay claim for Taylor and Cunningham. Union is claiming two
tation hours that were cut from the men's pay which was logged on
duty for meal time while hauling explosive placarded load.

DECISION: (Main Committee - Transcript Page 597 - 2/18/66)
M/m/s/c/ that the claim of the Union be upheld.

* * * * *

Case # Local 492, Albuquerque, New Mexico, and
2-6-2289 Navajo Freight Lines, Inc.

OTR Lay-off of ten junior men from extra board in Albuquerque
Dispute December 28, 1965. (Extra line board)
Union Position: Lay-off is unwarranted and in violation of working
agreement. All ten men to be returned to work and paid for time lost.
Employer Position: Due to drop in freight tonnage, the lay-off
was justified.

DISPOSITION: (Main Committee - Transcript Page 414 - 2/17/66)
Settled and Withdrawn, with the following stipulation: Each of the ten men involved
be paid \$100 each.

* * * * *

Case # Local 524, Yakima, Washington, and
2-6-2290 Consolidated Freightways, Inc.

OTR Company failed to get timely change of operation. Man (Allan Owens)
Dispute to be paid for all money lost since 11-15-65 and returned to assigned
run. Due to circumstances that developed after Change of
Operation Case #4-235, 4/10/62, CFW did not go thru with the
change of the Wenatchee-Portland schedule as assigned to Allan
Owens in 1958.

DECISION: (Main Committee - Transcript Page 401 - 2/17/66)
M/m/s/c/ that because the Change of Operations was not put into effect within a
reasonable period of time, the original decision dated 4/10/62 is null and void.

* * * * *

Case # Local 741, Seattle, Washington, and
2-6-2291 Los Angeles-Seattle Motor Express

OTR It is our position that LASME has been using trip leases, in violation
Dispute of the agreement. We feel this is a subterfuge and causes our
sleeper drivers excessive lay-over time.

DECISION: (Main Committee - Transcript Page 464 - 2/17/66)
M/m/s/c/ that the position of the Union be denied on the facts presented in this case.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 741, Seattle, Washington, and
2-6-2292 Oregon - Nevada - California Fast Freight, and
United-Buckingham Freightlines

MASTER It is the position of the Union that the employees involved should
Dispute be paid a prorated vacation for the amount of money they would
have normally earned had they not been absent from their
employment because of an industrial injury.

DISPOSITION: Withdrawn.

* * * * *

Case # Local 741, Seattle, Washington, and
2-6-2293 Oregon - Nevada - California Fast Freight

OTR On the date in question, Oscar Bailey, O.N.C. line driver, was
Dispute runaround in Portland, Oregon by a junior man. This was a clear
violation of agreed upon dispatch rules between Local 741 and O.N.C.,
therefore, Bailey should be compensated for a minimum day.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 741, Seattle, Washington, and
2-6-2294 Pacific Intermountain Express

Interpre- Local 741 takes the position that 20% employees shall be called
tation in to work by seniority preference.

DECISION: (Main Committee - Transcript Page 469 - 2/17/66)
M/m/s/c/ that the answer to Question No. 1 is that casuals may be used as long as
regular employees work their scheduled shift and as long as casuals are not the
only employees working at the time in question. The answer to the second question
is that the carrier may assign 20% employees to regular start times.

* * * * *

Case # Local 741, Seattle, Washington, and
2-6-2295 United-Buckingham Freight Lines

OTR Local 741 disputes the manner in which U.B. compensates their
Interpre- road drivers when they are dispatched via Tacoma on either the inbound
tation or outbound leg of their trip. It is our position that the road drivers
are entitled to a divisions pay, plus 64 additional miles on one leg
of a via Tacoma or 128 additional miles on both legs of a via Tacoma.

DISPOSITION: (Main Committee - Transcript Page 481 - 2/17/66)
Postponed.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 775, Denver, Colorado, and
2-6-2296 Navajo Freight Lines, Inc.

Automotive Marvin Dewey claims his seniority was violated when his bid job
Interpre- was abolished.
tation

DECISION: (Main Committee - Transcript Page 171 - 2/15/66)
M/m/s/c/ that the case is a factual one and that seniority shall be exercised in
case of job abolishment in that the employee shall be put back into the classification
where he has accrued seniority and has the qualifications to perform the work involved.

* * * * *

Case # Local 70, Oakland, California, and
2-6-2297 Rodgers Trucking

Joint Intent to suspend. Joseph Soares should not be suspended.
Council 7 Employer Position: Good cause for 3 day suspension.
Dispute
Suspension

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2298 Pacific Intermountain Express

Warning Local 81 is protesting a warning letter issued to Lester Gardner by
Notice Pacific Intermountain Express on December 6, 1965, for alleged
carelessness.

DISPOSITION: Postponed.

* * * * *

Case # Local 85, San Francisco, California, and
2-6-2299 California Motor Express

Warning Protest of warning letter issued to Arend.
Notice

DISPOSITION: Settled and Withdrawn.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 85, San Francisco, California, and
2-6-2300 DiSalvo Trucking Co.

Warning Letter Union protests the warning letter issued to Warto for unprofessional operation and disregard of the most fundamental rule of safe driving, known as "basic speed law", as set forth in Section 22350 of the Motor Vehicle Code of this state. Union requests that the warning letter be withdrawn.

DECISION: (Main Committee - Transcript Page 194 - 2/17/66)
M/m/s/c/ that the warning notice be modified to read, "chargeable accident."

* * * * *

Case # Local 186, Santa Barbara, California, and
2-6-2301 Smith Transportation Company

Termination In behalf of James T. Collins, Local 186 is protesting the termination notice issued to James T. Collins for an accident that occurred on the 4th day of December, 1965, at 2:10 a.m.

DECISION: (Main Committee - Transcript Page 197 - 2/16/66)
M/m/s/c/ that the discharge be reduced to a warning letter and that the man be placed back to work with no back pay.

* * * * *

Case # Local 190, Billings, Montana, and
2-6-2302 Garrett Freightlines

Warning Notice Protest warning letter issued to James Davis on 10/10/65.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 190, Billings, Montana, and
2-6-2303 United-Buckingham Freight Lines

Termination Protest of discharge of Percival Parrish and Richard Beyl.

DECISION: (Main Committee - Transcript Page 289 - 2/16/66)
M/m/s/and Deadlocked that the men be put back to work with pay.
NOTE: This case shall be submitted to umpire handling with Mr. Sam Kagel as the arbitrator.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
2-6-2304 Transport Cartage, Inc.

Termination The Local Union protests the discharge of Charles A. Dauphine.

DECISION: (Main Committee - Transcript Page 265 - 2/16/66)

M/m/s/and Deadlocked that on the evidence presented the man be put back to work with all back pay.

NOTE: This case shall be submitted to umpire handling with Mr. Sam Kagel as the Arbitrator.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
2-6-2305 Ringsby Truck Lines

Termination The Local Union protests the discharge of Paul Waddel.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 468, Oakland, California, and
2-6-2306 Delta Lines

Termination Union protests termination of Welch on the basis that they feel there was no warning letter in effect.

DECISION: (Main Committee - Transcript Page 119 - 2/15/66)

M/m/s/c/ that the letter of discharge be reduced to a warning letter instead of the discharge; that the man be put back to work with full seniority and no back pay. So he has a warning letter instead of a discharge.

* * * * *

Case # Local 468, Oakland, California, and
2-6-2307 Pacific Intermountain Express

Warning Letter Warning letter on White. Union protested the warning letter sent to White for a preventable accident.

DECISION: (Main Committee - Transcript Page 202 - 2/17/66)

M/m/s/c/ that the warning letter be sustained.

* * * * *

Case # Local 468, Oakland, California, and
2-6-2308 Pacific Intermountain Express

Warning Letter Warning on Sullivan. Union protested warning letter issued to Sullivan for not stopping at a railroad crossing with trailers placarded "dangerous".

DISPOSITION: Settled and Withdrawn.

* * * * *

JWAC Minutes

February 14, 15, 16, 17, & 18
1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 468, Oakland, California, and
2-6-2309 Pacific Intermountain Express

Termination Discharge of Bailey and Ellis. Union protested the discharge of Bailey and Ellis for being observed by P.I.E. Supervisor in a state of drunkenness at Lovelock, Nevada on November 7, 1965.

DECISION: (Main Committee - Transcript Page 362 - 2/17/66)
M/m/s/c/ that the discharge be sustained in view of the evidence presented.

* * * * *

Case # Local 741, Seattle, Washington, and
2-6-2310 United-Buckingham Freight Lines

Termination Local 741 requests this case be heard on its merits at the February JWC and that Keene should be reinstated to his original seniority date and be compensated for loss of income.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
2-6-2311 Pacific Intermountain Express

P&D David C. Soderborg claim for holiday pay during leave of absence.
Dispute

DISPOSITION: (Main Committee - Transcript Page 610 - 2/18/66)
M/m/s/c/ that due to the facts presented in this case, the claim of the Union be denied.

* * * * *

Case # Local 2, Butte, Montana, and
2-6-2312 Consolidated Freightways

Discharge Protest discharge of James Gerry.

DECISION: (Main Committee - Transcript Page 497 - 2/17/66)
M/m/s/c/ that the man's discharge be rescinded to a suspension and that he be put back to work with all seniority rights.

* * * * *

Case # Local 70, Oakland, California, and
2-6-2313 March Transport Company

Joint Driver, whose license was revoked, was given intent to suspend until
Council 7 such time as his license was reinstated. Contract obligates Company
Dispute to utilize employee in non-driving work if he is qualified and if such work is available.

DECISION: (Main Committee - Transcript Page 172 - 2/15/66)
M/m/s/c/ based on the facts in this case that the driver be suspended until he gets his license back, but in the event that there is an opening on the dock where he doesn't have to bump an employee on the dock, he be allowed to do dock work until he gets his license back.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 70, Oakland, California, and
2-6-23 14 Moore Business Forms

Joint Determination of Supplement under which Company operates in
Council 7 Pick-Up and Delivery operation with Local 70.
Dispute

DECISION: (Main Committee - Transcript Page 559 - 2/18/66)
M/m/s/c/ that this particular case be heard on its merits by the Joint Council 7
Labor-Management Committee.

* * * * *

Case # Local 70, Oakland, California, and
2-6-23 15 Western Gillette

Joint The Company placed Mr. Brett on medical leave of absence in 1965.
Council 7 At the November 18, 1965 meeting of the Joint Council #7 Labor-
Dispute Management Committee, the Union and the Company were instructed
to select a neutral doctor to determine the man's fitness for employment.

DECISION: (Main Committee - Transcript Page 565 - 2/18/66)
M/m/s/c/ that the Alameda County Medical Association submit a list of five doctors
qualified to examine this man, and the Company be allowed to eliminate two and the
Union be allowed to eliminate two, and the remaining doctor be the doctor to examine
Mr. Brett and determine whether he is eligible to return to work or not. The cost
of the examination to be shared equally by the Union and the Company.
(This motion carried with the following understanding: The motion went to the point
of immediately getting the association to select the doctors, then you both agree on
a doctor, or, if you can't, each will eliminate two. If he puts the man back, he goes
back right then, and from that day forward he is on the payroll.

* * * * *

Case # Local 190, Billings, Montana, and
2-6-23 16 Garrett Freightlines

OTR Union stated that according to Article 54, Section 1 (b) of the O.T.R.
Dispute Agreement, there shall be no two-man operation on runs of less
than 500 outbound miles. In this case the Company had dispatched
sleeper teams from Billings to Missoula and paid on the basis of
353 miles.

DISPOSITION: Withdrawn.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 222, Salt Lake City, Utah, and
 2-6-2317 Garrett Freightlines

OTR This case involves three separate money claims as follows:
 Dispute (a) A claim for half hour at Pocatello on Salt Lake - Pocatello -
 Salt Lake turnaround run for checking equipment at Pocatello
 (Claim #C-199097). (b) A claim for four-tenths of an hour at
 Pocatello on a Salt Lake City - Pocatello - Salt Lake City turnaround
 for time spent checking equipment (Claim #C-166239) (c) A
 claim for two-tenths of an hour for fueling enroute at Elko, Nevada
 on a Winnemucca to Salt Lake Division run (Claim #C-199156).

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 287, San Jose, California, and
 2-6-2318 Universal Transport Systems, Inc.

Cement Union claims runaround pay in amount of \$61.58 for Elton Hackett
 Dispute when Claude Landers was dispatched ahead of Hackett in violation
 of the agreement.

DECISION: (Main Committee - Transcript Page 309 - 2/16/66)
 M/m/s/c/ that the position of the Union be upheld.

* * * * *

Case # Local 357, Los Angeles, California, and
 2-6-2319 Consolidated Freightways, Inc.

Office Complaint by Alvidrez: "The 40 hour work week guarantee was
 Dispute denied me, seniority date: 11-1-65, and I was not paid for 11-25-65
 (Thanksgiving). I am requesting 8 hours pay in the amount of \$24.24."
Complaint by Bartholomew: "The 40 hour week guarantee denied
 because of being a probationary employee. I was not paid for
 9-6-65, Labor Day. I am requesting 8 hours pay in the amount
 of \$22.84."

DECISION: (Main Committee - Transcript Page 506 - 2/17/66)
 M/m/s/c/ that based on Rider 211 the claim of the Union be paid.

* * * * *

Case # Local 886, Oklahoma City, Oklahoma, and
 2-6-2320 Transcon Lines

OTR Local 886 claims that Transcon has posted information that all line
 Dispute drivers must bid their vacations once each year by seniority. It is
 requested that we continue as in the past, where as we request
 vacation at least 30 days prior to the month during which vacation
 is desired.

DECISION: (Main Committee - Transcript Page 137 - 2/15/66)
 M/m/s/c/ that the request of the Union be denied in this case.

* * * * *

JWAC Minutes

February 14, 15, 16, 17, & 18
 1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 357, Los Angeles, California, and
2-6-2321 Transcon Lines

Termination Complaint by Suwalski: "I was notified by certified mail that I was being discharged from my job for dishonesty. I am requesting reinstatement to my job, plus time lost and seniority.

DISPOSITION: Postponed.

* * * * *

Case # Local 741, Seattle, Washington, and
2-6-2322 United-Buckingham Freightlines

OTR The change of operation, #8-5-1967, was a direct result of requests
Dispute for bids at United Buckingham and the record will prove that the Company should bid 13 additional runs at the Seattle terminal.

It is also our position that the present bid runs: 2 Ike turns, 1 Portland division and 1 Portland turn should be opened for re-bid at the same time the above runs are posted for bid.

DECISION: (Main Committee - Transcript Page 146 - 2/15/66)
- Transcript Page 385 - 2/17/66)

The following recommendation of Mr. Roy Williams and Mr. John Bridge was adopted: "The Union's request is to bid a turnaround from Seattle to Vancouver. The Company has agreed that they will sit down and if this is possible, if it is running with any regularity, they will bid this run for you with the understanding that, not to disturb the Portland operation, they must have a load for this Portland guy that is going through to the Vancouver area, and he will sit down and bid the Valley runs. The Valley", includes the Lewiston and Walla Walla. They will bid these as long as they can go to Walla Walla, come back through one of these other points and pick up a load and go this way.

* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2323 Pacific Intermountain Express

Tanker The Union contends that in June, 1963, the Company established a
Dispute new tanker run in Eugene, Oregon. This run was put up for bid in Portland, a Portland man bid and was awarded the run and three months later gave it up. The Union's contention is that inasmuch as it had been a past practice since the inauguration of this run, to put it up for bid to the Portland board whenever a vacancy occurred, that this procedure should have been followed when the run was vacated by the driver who bid it last.

DECISION: (Main Committee - Transcript Page 454 - 2/17/66)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

JWAC Minutes
February 14, 15, 16, 17, & 18,
1966

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 81, Portland, Oregon, and
2-6-2324 Consolidated Freightways, Inc...

P&D The Union claims pay from Consolidated Freightways, Inc., for
Dispute nineteen drivers who were required to report before their regular
starting times on Tuesday and Wednesday of the Labor Day week.

DECISION: (Main Committee - Transcript Page 179 - 2/15/66)
M/m/s/c/ that the claim for the 19 men be paid for Thursday only.

* * * * *

Case # Local 224, Los Angeles, California, and
2-6-2328 Milne Truck Lines

Interpre- On 5/1/65, Don P. White had an accident on duty while driving
tation Company equipment. On 5/6/65, he was terminated while still
under disability from the accident.

DISPOSITION: (Main Committee - Transcript Page 358 - 2/17/66)
Settled and Withdrawn.

* * * * *

MINUTES OF MEETING

UNION REPRESENTATIVES OF THE JOINT WESTERN AREA COMMITTEE

AND

REPRESENTATIVES OF LOCAL UNIONS

Monday - February 14, 1966, at 10:00 A.M.

Monterey Room of the Sir Francis Drake Hotel

San Francisco, California

* * * * *

The meeting was called to order at 10:00 a.m., Monday, February 14, 1966, by Joseph Diviny, Chairman.

1. Roll call of the Union members of the Joint Western Area Committee showed the following members present:

George King	Fred Hofmann
George Rohrer	John LaNear
Verne Milton	Gene Shepherd
Bernard Volkoff	Bill Waggoner
Harry Bath	Art Trimble
Fullmer Latter	Benny Greenfield

2. The Minutes of the meeting of the Union members of the Joint Western Area Committee and Local Union Representatives held on Monday, November 8, 1965, were approved as mailed.
3. In addition to those members of the committee listed above, the following representatives of Local Unions, etc., were present in the meeting.

Clyde Crosby - I. B. T.	Frank Wilson - Local 467
Al Brundage - Attorney	Bill Fountaine - I. B. T.
Dan Feins - Attorney	Bob Freitas - Local 70
E. G. Johnson - Local 690	Jim Muniz - Local 70
Joe McBride - Local 186	E. F. DeCosta - Local 70
Bill Martin - Local 741	J. W. Parkerson - Local 980
Don A. Warren - Local 190	John Kelahan - Local 710
Howard Yeager - Local 150	Weldon Wirt - Local 224
Ted Kaufman - Local 70	Bob Lewis - Pension Office
Duane L. Wemple - Local 137	C. R. Hasslock - Local 775
Buddy Wright - Local 94	Carl Burckel - Local 396
Joe Arino - Local 70	L. N. Case - Local 222
John T. Williams - Local 208	A. J. Hardy - Local 439
W. B. Patton - Local 208	Vern Cammeron - Local 222
C. Brenner - Local 208	George Cloud - Local 439
Pershing Green - Local 17	Joseph Perkins - Local 692

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 70, Oakland, California, and
 2-6-2232

Joint Does time spent in the military service apply toward the amount
 Council 7 of annual vacation due an employee reinstated under the Selective
 Dispute Service Act of 1948?

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
 2-6-2233 DiSalvo Trucking Company

OTR Work jurisdiction - Local 70 vs DiSalvo Trucking Company.
 Dispute

DECISION: (Main Committee - Transcript Page 109 - 2/15/66)
 M/m/s/c/ that two hours overtime be paid to the last man worked who should have
 been held to load the trailer.

* * * * *

Case # Local 70, Oakland, California, and
 2-6-2234 Lodi Trucking Service

Joint Determination of whether the trucking company is in violation of
 Council 7 Article 45 by relocating two of their regular employees from
 Dispute assignment at a shipper who decided to use his own employees
 for fork lift loading.

DECISION: (Main Committee - Transcript Page 115 - 2/15/66)
 M/m/s/c/ that since the understanding to this determination was made by our
 General President and Mr. Fastiff and Mr. Arnold Poe, Counsel for the California
 Trucking Associations, that this be remanded back to those parties for settlement.

* * * * *

Case # Local 70, Oakland, California, and
 2-6-2235 Los Angeles-Seattle Motor Express

OTR New Article 45. Work jurisdiction.
 Dispute

DISPOSITION: Withdrawn.

* * * * *

Powers of Attorney - (Continued)

Panda Terminals - Office - Concurrence from L. U. 856 - 12-1-65 - Approved - WMFD - 12-3-65.

Terminal Facilities Corporation - P&D - Concurrence from L. U. 357 - 1-4-66 - Approved - WMFD - 1-7-66.

6. The following requests for Standard Contract participation were approved by the Western Master Freight Division as of the dates shown and read into the record:

A. M. Delivery and Local Union 208. P&D - Approved - WMFD - 11-16-65.

Alvarez Trucking and Local Union 208 - P&D - Approved - WMFD - 1-22-66.

F & Q Trucking and Local Union 208 - P&D - Approved - WMFD - 1-22-66.

Fishman Transportation Co., Inc. and Local Union 741 - OTR - Approved - WMFD - 1-22-66.

Hedlund Lumber Sales and Local Union 150 - OTR - Approved - WMFD - 2-7-66.

Kern Valley Transfer (Ray Graff Trucking) and Local Union 982 - P&D - Approved - WMFD - 12-3-65.

Jesse D. Lee Trucking and Local Union 208 - P&D - Approved - WMFD - 1-22-66.

Phoenix Motor Express and Local Union 856 - Office - Approved - WMFD - 1-7-66.

Sacramento Van & Storage Co., Inc. and Local Union 150 - P&D - Approved - WMFD - 11-12-65.

Sage Transportation and Local Union 856 - Office - Approved - WMFD - 11-22-65.

Spear Enterprises, Inc. dba United Truck Line and Local Union 856 - Office - Approved - WMFD - 2-11-66.

T & C Transportation, Inc. and Local Union 208 - P&D - Approved - WMFD - 1-22-66.

Violet Trucking and Local Union 208 - P&D - Approved - WMFD - 2-4-66.

Yamko Truck Lines and Local Union 208 - P&D - Approved - WMFD - 1-22-66.

Yolo Transport Company, Inc. and Local Union 856 - Office - Approved - WMFD - 1-27-66.

Approval of Agreements:

Signed National Master Freight Agreement and Western States Area Pick-Up and Delivery, Local Cartage and Dock Workers Supplemental Agreement for Direct Express with Local 208, Los Angeles.

COMPANY AND LOCAL UNION AGREED TO WAIVE THE PENSION PLAN FOR THE PERIOD OF NOVEMBER, 1965 TO FEBRUARY, 1967. Approved 2/14/66.

Signed National Master Freight Agreement and Western States Area Pick-Up and Delivery, Local Cartage and Dock Workers Supplemental Agreement for K & K Transport Company with Local Union 208, Los Angeles.

WISH TO SUSPEND PENSION UNTIL SEPTEMBER, 1966. Approved 2/14/66.

7. Approved Riders:

JOINT COUNCIL NO. 7

R-#33 (a) - McKeown Transportation Company, Inc. and Local Union 315, Martinez. Rider to Western States Area Master Agreement and California - Arizona Transport Tank Supplemental Agreement. Approved 2/14/66)

JOINT COUNCIL NO. 23

R-#541 - The Great Northern Railway Company and Joint Council No. 23. Rider to National Master Freight Agreement and the Western States Area Pick-Up and Delivery, Local Cartage and Dock Workers Supplemental Agreement. Approved 2/14/66.

JOINT COUNCIL NO. 28

R-#26 (a) - Ringsby Pacific, Ltd. and Local Union Nos. 741, Seattle, 81, Portland, 468, Oakland, 224, Los Angeles and Western Master Freight Division. Rider to R-#26 which is a Rider to the Western States Area Over-the-Road Supplemental Agreement. Approved 2/14/66.

R-#564 - Fishman Transportation and Local Union 741, Seattle. Rider to National Master Freight Agreement and the Western States Area Over-the-Road Supplemental Agreement. Approved 2/14/66.

JOINT COUNCIL NO. 37

R-#631 - Truck Service Inc. and Local Union 569, Astoria. Rider to the National Master Freight Agreement. Approved 2/14/66).

JOINT COUNCIL NO. 42

California Trucking Associations and Local Union No. 481, San Diego. Rider to Automotive Wage Agreement. (Mechanics & Apprentices) Denied - 2/14/66.

R-#701 - Santa Fe Trail Transportation Company and Local Union 208, Los Angeles. Rider to National Master Freight Agreement. Approved 2/14/66.

8. Communication received from Harry Bath, President of Joint Council #54, to Verne Milton, Coordinator, read as follows: "This will serve as notice that Benny Greenfield will replace Guy Downing on the Western Master Freight Policy Committee, temporarily."
9. Meeting adjourned at 10:10 a.m., Monday, February 14, 1966.

APR 12 1977

RECEIVED

93

CASE #2-6-2239

FEBRUARY 15 1966

10:30 A.M.

LOCAL 70, Oakland, California, and

O.N.C. FAST FREIGHT

MAIN COMMITTEE

UNION COMMITTEE:

EMPLOYER COMMITTEE:

JOSEPH J. DIVINY (Chairman)
HARRY BATH
FRED HOFMANN

R. S. McILVENNAN
LEO POSTER
IRA MAXWELL

APPEARANCES:

TED KAUFMAN appeared on behalf of the Union.

WILLARD GALBRAITH appeared on behalf of the Employer.

- - -

CHAIRMAN DIVINY: Are you ready for the next one?

2239: Local 70 and O.N.C.

MR. KAUFMAN: Yes.

The person involved in this is a fellow by the name of Webb.

The Company paid Webb broken time even though he is used as a regular employee. He qualified between June 10 1965 and July 10 1965. That is, he worked his 13 days in the 30-day period. He was used regularly until November. At that time he told the Company he had a son who was ill in Los Angeles and went down there. The dispatcher was aware of this and he told him to call him there if there was work available.

The dispatcher was aware of this, but did not call him to return to work. On his return Webb called and then was put

1 back to work. He became ill December 15 and then was off work
2 due to illness.

3 We are requesting that he become a regular employee and
4 receive all benefits of the same denied him, such as vacation,
5 holidays, July 4th, his birthday (which was July 10th), Labor
6 Day, Admission Day, Thanksgiving, Christmas, and that he receive
7 health and welfare benefits. O.N.C. did not pay into the
8 Security Fund on this man for November and December. And that
9 O.N.C. pay runarounds on the days that the junior seniority man
10 worked.

11 The Company claimed that since they were paying him
12 broken time and even though using him as a regular employee, he
13 could never become under the status of a regular employee. And
14 they agreed that Webb, the employee, even agreed to this.

15 The only reason that I am here is that in front of the
16 Master Contract it says that the "Employer" (singular--not
17 plural) will not make any private agreements. This the Company
18 has done. And we therefore claim that you cannot use a man for
19 days and days on end by paying him a different rate of pay and
20 subterfuge the Contract.

21 This is my story.

22 CHAIRMAN DIVINY: In other words, they were paying over
23 the scale, but didn't want to pay the other provisions of the
24 Contract?

25 MR. KAUFMAN: They gave him nothing outside of a casual
26 employee by virtue of paying him broken-time rate.

1 CHAIRMAN DIVINY: It says here that "He never drove and
2 [he] never worked terminal dock." What did he do?

3 MR. KAUFMAN: Lumping.

4 CHAIRMAN DIVINY: Outside the terminal?

5 MR. KAUFMAN: Inside and outside. They used him as an
6 employee. He was called by name repetitiously and he showed up
7 just as a regular employee showed up.

8 CHAIRMAN DIVINY: Here in the first part it says "[a]
9 Casual was employed during six-month period as broken-time
10 lumper. He never drove and never worked [the] terminal dock."
11 He must have worked on the dock.

12 MR. KAUFMAN: He did.

13 CHAIRMAN DIVINY: He was a dockman and they paid him the
14 broken-time rate regardless of the number of hours he worked?

15 MR. KAUFMAN: Yes.

16 CHAIRMAN DIVINY: Have you got any more?

17 MR. KAUFMAN: For the time being this is all.

18 CHAIRMAN DIVINY: Go ahead, Gabby.

19 MR. GALBRAITH: This man in question is a man that we
20 have been using as a lumper. We had him report at various
21 shippers or consignees where we were loading or unloading the
22 freight. We didn't call him for a man to work on the dock.
23 He was strictly a lumper, and we paid him broken time because
24 we don't know how long we are going to need the men when we
25 send them out. It depends on the ability of the freight or the
26 way that you can get into the customer's doors to make your

1 deliveries. And we had called him and we paid him on broken
2 time because some days he worked three hours, three and a half
3 hours, five hours, seven and a half hours, six and a quarter.
4 There are some eight-hour days and here is one where he had
5 eight and a half hours, nine and a quarter hours. There are
6 many days that are less than the eight hours. And we call him
7 as a casual working on broken time, primarily and only because
8 we do not know how long we will be needing him. And he wasn't
9 hired to work on the dock. He was a casual working on our
10 trucks as a lumper in the field.

11 And we feel that under the conditions of the Contract we
12 have to use lumpers, we can call the hall for the lumper. And
13 if we pay them the broken time, the Contract specifies that the
14 broken time does not accrue the man's seniority. And we are not
15 using this as a subterfuge. We pay him the broken time because
16 we don't know how long he is going to be used at the time that
17 we pick him up for the work. And we see no reason why we should
18 be required to hire the man steady. We use him, have used him
19 and have used him many times, as Ted mentioned, but it was
20 strictly as a lumper and hired on a broken-time basis.

21 MR. HOFMANN: Can I ask a question?

22 MR. GALBRAITH: Yes.

23 MR. HOFMANN: Are you through with your presentation?

24 MR. GALBRAITH: Yes.

25 MR. HOFMANN: You stated that in the Agreement you can
26 use him on a broken time? The last statement you made. What

1 was that again?

2 MR. GALBRAITH: It is in Article 45.

3 MR. HOFMANN: Page 38.

4 MR. GALBRAITH: Page 38.

5 MR. HOFMANN: Section 2: "The Employer shall specify
6 whether the employment in question will be for a full day or on
7 broken time."

8 MR. GALBRAITH: Pardon?

9 MR. HOFMANN: "The Employer shall specify whether the
10 employment in question will be for a full day or on broken time."

11 MR. GALBRAITH: Let me refer to another case and I will
12 bring that right out for you, Fred.

13 MR. McILVENNAN: Where are you reading?

14 MR. HOFMANN: Article 38, Section 2(a).

15 MR. McILVENNAN: 2(a). What is your point?

16 MR. HOFMANN: I wanted to know what his last statement was.
17 I was a little confused.

18 MR. BOSTER: He said that he always hired them on the basis
19 of broken time because he didn't know how long the job was going
20 to last.

21 MR. HOFMANN: But he said that they didn't accumulate
22 seniority if they paid them on broken time.

23 MR. BATH: That is what he said.

24 MR. HOFMANN: That is the way I understood him.

25 MR. BOSTER: I think he said that they weren't using this
26 as a subterfuge.

1 MR. HOFMANN: He didn't say anything about "subterfuge".
2 I understood Gabby to say that when they pay them on broken time
3 they don't accumulate seniority.

4 MR. GALBRAITH: I said that we hired him on the broken-
5 time basis because at the time we don't know how long we are
6 going to use him--whether it is two hours, three hours. And
7 this is the reason we hire him on broken time.

8 MR. HOFMANN: If you hire him for the full day and you
9 only work him two hours, you can't change back to broken time.

10 MR. GALBRAITH: Right.

11 MR. HOFMANN: That has nothing to do with seniority.

12 MR. GALBRAITH: I would like to refer to Case #11-5-2119,
13 which was a case with O.N.C. and Local 315 in Martinez in regard
14 to the same type of situation where we used a casual lumper
15 frequently on a broken-time basis and we used this man at the
16 shipper or the consignee, the same as we are talking about in
17 regard to the current man. And this case was ruled in favor of
18 the Company: that the method of hiring the casual in Local 315
19 was in order. And this particular case now that we are talking
20 about is exactly the same type of setup. We are using the man
21 on the same type of work, calling him the same way, and the
22 situation the way we see it is exactly the same. And we feel
23 that we are not in violation of the Contract in working this
24 man in this manner.

25 CHAIRMAN DIVINY: Does this man go to the hall? Do you
26 get him out of the hall? Or how do you call him?

1 MR. GALBRAITH: Yes. We call the hall and ask for him to
2 report. I have referral slips where he reports to Sears,
3 Roebuck, reports to Ward's, Sears on Telegraph.

4 MR. BOSTER: The only difference is that he doesn't report
5 to your terminal under normal circumstances. He goes directly
6 to the job?

7 MR. GALBRAITH: On normal conditions, yes.

8 Here's DeSoto, Ward's, Hunt Foods, Ward's. The referral
9 slips show that we call and he reports to the job. The drivers
10 meet him there and put him to work.

11 CHAIRMAN DIVINY: Do you have anything more to add,
12 Kaufman?

13 MR. KAUFMAN: Yes, I do. If I can have my records.

14 CHAIRMAN DIVINY: Give him the records.

15 MR. KAUFMAN: The Company claimed they didn't know how
16 long the man was being used. He did, too, work on the dock.
17 He just didn't report to the job. He reported right there to
18 the terminal and worked there also.

19 I have a list of the hours he worked. And I might also
20 say that the Company has a signed agreement with the fellow to
21 work on this basis.

22 MR. McILVENNAN: "The Company has a" what?

23 MR. KAUFMAN: A signed agreement with the fellow to work
24 on this basis to begin with.

25 Here you have straight hours worked. There is a total of
26 226 hours from just May to June. Then from July to October

1 you have an additional 405 hours. For a period of six months
2 where a fellow worked 631 hours, someone's intelligence is being
3 insulted.

4 Besides that, you will notice all these days worked, plus
5 the regular hours of 431 hours, plus over a hundred hours
6 overtime, plus the fact that no vacation was paid, no holiday
7 was paid, no sick leave was paid. This is an insult to a man's
8 intelligence if you can get all this and not know what you are
9 doing.

10 I will leave this here for the Panel's perusal.

11 MR. McILVENNAN: What is this "signed agreement" that you
12 are talking about?

13 MR. KAUFMAN: They signed an agreement with the fellow to
14 work under this basis.

15 MR. GALBRAITH: Do you have a copy of that agreement?

16 MR. KAUFMAN: I don't have a copy of it. The man who
17 was supposed to be my witness didn't show up. But you can
18 throw that out and you have this record.

19 MR. GALBRAITH: I have no record of a signed agreement
20 other than working with the Contract. I am not denying that we
21 worked him. It is the same as I mentioned. We used him
22 frequently and we used him as a casual. And we used him fre-
23 quently.

24 MR. KAUFMAN: I would also like to mention this: I know
25 you asked me, "Are some of these relief for vacation and broken
26 time?" At the time I wasn't aware of why so many men had worked
the full eight hours at time and a half. This was last summer

1 when I brought it up here. But now that I see this I see what
2 happened. This is purely a subterfuge to keep a man from
3 getting on steady. And I have more cases that I intend to bring
4 up if I win this one.

5 MR. GALBRAITH: I might mention that this man (I don't
6 know what the fellow's name is) has told us that if he is put on
7 steady he will only work one day and quit, because he doesn't
8 want steady work.

9 MR. KAUFMAN: Therefore the Company made a private agree-
10 ment with him.

11 MR. GALBRAITH: I know nothing about a "private agreement".

12 MR. KAUFMAN: The Contract says that the Employer will not
13 make private agreements. The burden is on you people.

14 MR. GALBRAITH: We didn't make any private agreement. You
15 can't bring in a record to substantiate that.

16 MR. KAUFMAN: If you didn't know how long the man was
17 going to work and you have over 600 hours, you insult a man's
18 intelligence.

19 CHAIRMAN DIVINY: He has a lot of hours, but he hasn't
20 worked 13 days in any one month.

21 MR. HOFMANN: It is not a month, Joe. It is 13 eight-hour
22 days in a 30-day consecutive period.

23 CHAIRMAN DIVINY: What is it?

24 MR. HOFMANN: 13 eight-hour days within a 30-day consecu-
25 tive period. It is not on a monthly basis.

26 MR. McILVENNAN: You were talking about the difference
between a calendar month and 30 consecutive days.

1 MR. HOFMANN: It isn't calendar.

2 MR. McILVENNAN: That is within Joint Council 7.

3 MR. GALBRAITH: May I continue?

4 CHAIRMAN DIVINY: Yes. Go ahead.

5 MR. GALBRAITH: For the period of time that the claim is
6 filed for here, June 10th to July 10th, I have the days that
7 he worked and the hours that he worked; and I can read these if
8 you want me to or we can leave them. But there are 12 days in
9 that 30-day period that he worked eight hours or more and the
10 rest of the days were all less than eight hours.

11 MR. HOFMANN: What have you got from July 10 to August 10?

12 MR. GALBRAITH: I have nothing here between those dates.

13 MR. HOFMANN: What have you got from May to June, then?

14 MR. GALBRAITH: I only have what was covered in the filing.

15 MR. HOFMANN: You know what I am talking about, Gabby.

16 MR. GALBRAITH: I know, but I don't have the records here.

17 MR. McILVENNAN: He is answering his complaint. So he
18 only brought these 30 days in, apparently.

19 MR. GALBRAITH: That is all I brought.

20 MR. KAUFMAN: Gabby, how can you get 226 straight hours
21 between May and June with having as little hours as you say?
22 Here are your own records.

23 MR. McILVENNAN: Wait a minute.

24 You said June and July, didn't you?

25 MR. KAUFMAN: Yes.

26 MR. McILVENNAN: Now you are changing it.

1 MR. BOSTER: He doesn't have those records here.

2 MR. KAUFMAN: I have all your records here. You can take
3 them from here.

4 CHAIRMAN DIVINY: Give them to him.

5 MR. McILVENNAN: But on this June and July thing, on which
6 you based your case, he does have the records and they are dif-
7 ferent from what you are saying.

8 MR. KAUFMAN: I have the Company's records here to compare
9 them. This came from the Company. I didn't write this up.

10 MR. BOSTER: Your original complaint was based on June and
11 July, and now all of a sudden you are talking about May and June.
12 And he can't respond to that right now.

13 MR. KAUFMAN: All right. Let's take from June to July.
14 And it is worse off yet.

15 MR. GALBRAITH: June 10th to July 10th. That is what the
16 filing covers.

17 MR. KAUFMAN: You have 226 hours. Straight-time hours.

18 MR. McILVENNAN: Just a second.

19 How many hours did you say?

20 MR. KAUFMAN: 226 hours straight time.

21 MR. GALBRAITH: For which period of time?

22 MR. KAUFMAN: You want from June 10th, don't you? From
23 June 10th to July 10th.

24 MR. McILVENNAN: Right.

25 MR. KAUFMAN: I have the thing here. I will have to
26 figure it out.

1 MR. McILVENNAN: He has the thing right here.

2 MR. KAUFMAN: I don't know if they correspond to these
3 figures, though.

4 OK.

5 MR. McILVENNAN: I have 154-3/4 hours.

6 MR. BOSTER: You have 141-1/2 hours of straight time and
7 13-1/4 hours overtime.

8 MR. KAUFMAN: At eight hours on each 13 days he only has
9 to have 104 hours.

8 10 MR. McILVENNAN: But there are a lot of days with overtime
11 in here.

12 MR. KAUFMAN: I am talking about straight time.

13 MR. McILVENNAN: The record on straight time is 134 hours.

14 MR. KAUFMAN: I have 136-3/4.

15 MR. McILVENNAN: So he has the same as you have.

16 MR. KAUFMAN: These are straight-time hours that I am
17 talking about.

18 MR. McILVENNAN: And he has within two of what you have,
19 but there are only 12 that are eight hours and over.

20 MR. KAUFMAN: Let's take the figures here that I have and
21 compare them with his, then. I have all eight hours here.

22 MR. BATH: Why don't we get the Committee together here,
23 Joe, and do something with the case.

24 CHAIRMAN DIVINY: That is what I am trying to do. He is
25 trying to explain something to Kaufman.

26 MR. BATH: Let them do that out in the hall.

1 CHAIRMAN DIVINY: Will the Panel come back and let's get
2 together and decide this case here.

3 Make your statements, Kaufman and Gabby, and we will go
4 into executive session.

5 MR. KAUFMAN: My final statement is this:

6 We have the hours here. Apparently there is a difference
7 between his hours and my hours. I have them from their IBM
8 machine; and even if I could be wrong, which I don't think I am,
9 you take the next 30 days. He would become a regular employee
10 the next 30 days. If he didn't hit that point he would hit the
11 next one. Which is far greater than this one even. So he is
12 a regular employee no matter which way you look at it. And I
13 say, Make the man whole from the time he was a regular employee.

14 CHAIRMAN DIVINY: OK, Gabby.

15 MR. CALBRAITH: Well, the claim was filed covering a
16 specific period of June 10th to July 10th. The claim is that
17 the man worked 13 days in this period. And I have the records
18 here to prove that he did not work 13 eight-hour days in this
19 period. And it seems to me that the issue is clear: Can the
20 Employer hire lumpers from the hiring hall and pay them on
21 broken time to perform this service without having to be re-
22 quired to pay them on a straight, regular basis and allow them
23 to continue working as a regular employee?

24 This is the practice. We used the man out of the hall.
25 Other companies use warehousemen to load their trucks and we
26 feel that we are within our rights under the Contract to hire

1 lumpers, send them out to perform this service for us and pay
2 them the broken time when we do not know how long we are going
3 to need them on a day-to-day basis.

4 MR. KAUFMAN: May I say one more thing.

5 CHAIRMAN DIVINY: Yes.

6 MR. KAUFMAN: I just lost a case where the Company didn't
7 want a man. Now I have the exact reverse where the Company
8 wanted the man, even called him by name, and he became a
9 regular employee, as I believe this will evidence to show how
10 many hours he has.

11 Now the Company is saying: "We don't want the man, and
12 when we do want the man we will subterfuge the Contract by
13 paying him broken time."

14 CHAIRMAN DIVINY: Executive session.

15 [Executive session.]

16 MR. HOFMANN: I would like to make a motion: that if the
17 Employer has worked 13 days, eight-hour days, within any 30-
18 consecutive-day period, he is bound by all the terms and
19 conditions of the Contract from the time he worked the 13 days.

20 MR. BATH: Broken time, if he does qualify, will be
21 applied toward the holidays and health and welfare, vacation
22 and whatever benefits he would get.

23 [Motion duly seconded.]

24 CHAIRMAN DIVINY: All those in favor of the motion say
25 "Aye". Those opposed?

26 It is carried. So ordered. Bring them in.

1 Will the reporter read the motion back for the parties?

2 [Motion and action read.]

3 MR. McILVENNAN: You take the premium pay off of the eight
4 hours and that is put over here, and that will be offset against
5 vacation entitlement and holiday pay.

6 MR. HOFMANN: He will get the straight-time hourly rate
7 of pay instead of the broken-time rate of pay.

8 MR. BOSTER: Just treat him as a normal man and subtract
9 the broken time.

10 MR. KAUFMAN: Does he have to give that money back to
11 the Company?

12 MR. GALBRAITH: If he qualified under the 13-day and
13 broken-time days count to qualify him, then he will derive the
14 benefits of the Contract. Which says that he gained seniority.

15 MR. KAUFMAN: Yes.

16 MR. GALBRAITH: Then he will be entitled from then on
17 for vacation, health and welfare and the other benefits. But
18 the amount that we owe him for that will be less than the amount
19 that we paid him.

20 MR. KING: If the guy works 13 days in July (forget
21 everything else now) and he got the broken-time rate, and there
22 is the health and welfare and pension that was not paid by the
23 Employer, the difference that he received higher under the
24 broken-time rate over his normal daily rate would be applied
25 towards the health and welfare and the pension.

26 MR. KAUFMAN: I see that. I understand that.

1 MR. KING: Do you understand that?

2 MR. KAUFMAN: Yes. How about vacations?

3 MR. KING: It has nothing to do with it.

4 MR. KAUFMAN: Just health and welfare.

5 MR. BOSTER: It is all the terms of the Agreement. If he
6 got \$25 under broken-time hours and he should have got twenty,
7 then five bucks will be applied to whatever holiday pay, and so
8 forth, that he has coming if he gets 13 days.

9 MR. KAUFMAN: All right. Thank you.

10 - - -
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26